BOARD OF COMMISSIONERS

200 College Street, Room 326
Asheville, NC

October 6, 2026 – 5:00 PM

WORKING AGENDA

Public Comment is taken at the beginning of the meeting.

CALL TO ORDER

CONSENT

1. Approval of the September 15, 2026 Combined Meeting Minutes
2. Approval of the August 2026 Tax Collection Report
3. Request to waive occupancy tax penalty for Rock Haven Motel/Econo Lodge Biltmore
4. Resolution Approving Pyrotechnic Experts for Firework Displays
5. Appointment of Mr. Mark Matthews to the Reems Creek Volunteer Fire Department Firefighters' Relief Fund Board of Trustees

PUBLIC COMMENT

GOOD NEWS

MANAGER'S REPORT

PRESENTATIONS

1. Domestic Violence Prevention and Awareness Month Proclamation

PUBLIC HEARINGS

1. East Fork Economic Development Agreement
2. CDBG-NR Public Hearing

OLD NEWS

NEW BUSINESS

1. Economic Development Update and Building Reuse Grant Local Authorization
2. Approval of Revisions to the Affordable Housing Services Program Guidelines
3. Budget Amendment to Receive & Appropriate Grant Funding for Multifamily Recycling Pilot Program
4. Budget Amendment to Accept Grant Agreements for Sidewalks Project

5. Budget Amendment to Appropriate Fund Balance for Fund 270 - Forfeiture Fund Spending Needs

BOARD APPOINTMENTS

1. Board Appointments for October 6, 2026

BOARD UPDATES

ANNOUNCEMENTS

CLOSED SESSION

[MEET_FOOT]

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'

SPECIAL MEETING ON SEPTEMBER 15, 2026

TO HOLD BOARD INTERVIEWS

BE IT REMEMBERED: That the Board of Commissioners met to hold a Special Meeting on September 15, 2026, in the Chamber at 200 College Street in downtown Asheville, North Carolina at 1:00 p.m. to hold Board and Commission interviews.

Present: Chair Amanda Edwards; Commissioner Terri Wells, Commissioner Al Whitesides; Commissioner Jennifer Horton, and Commissioner Drew Ball.

Absent: Vice-Chair Martin Moore; Commissioner Parker Sloan.

The following candidates were interviewed for the following boards:

Strategic Partnership Grants Committee: Sala Menaya-Merritt, Sandy Feutz, Rachel Dudasik, Christine Crespo Valentin, and Sandy Feutz.

Asheville Buncombe Technical Community College Board of Trustees: Edward Willis, Byron Dixon.

Historic Resources Commission: Melody Oxendine

County Board of Adjustment: Scott Elliott and James Diaz, Jr.

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'

BRIEFING MEETING OF SEPTEMBER 15, 2026.

BE IT REMEMBERED: That the Board of Commissioners met to hold a Briefing Meeting on September 15, 2026, in the First Floor Conference room at 200 College Street in downtown Asheville, North Carolina at 3:00 p.m.

Present: Chair Amanda Edwards; Commissioner Terri Wells, Commissioner Al Whitesides; Commissioner Jennifer Horton; Commissioner Drew Ball; and Commissioner Parker Sloan.

Absent: Vice-Chair Martin Moore.

The following items were reviewed.

1. **Bear Activity**

Dane Pedersen, Solid Waste Director and Ashley Hobbs with NC Wildlife provided background information. Pedersen explained that FCC currently provides bear-resistant carts for Buncombe County residents, offering them for purchase at 320 dollars or for lease at an additional 10 dollars per month, with about 2,853 carts deployed and increasing demand causing manufacturer lead-time delays. Hobbs provided a detailed update regaridng the Bear Wise program. She said that Buncombe County has experienced more than 250 home entries by bears since 2017, resulting in 11 human injuries and 30 bears dispatched for human safety, representing about 38 percent of statewide bear-related calls annually. NC Wildlife Resources Commission (NCWRC) staff have responded with BearWise education, technical guidance on deterrence, aversive conditioning, and site visits addressing both intentional and incidental feeding.

The Commissioners asked questions about what the County and Community can do to prevent bear incidents. She said that NCWRC recommends adopting a wildlife-feeding ordinance, expanding bear-resistant cart programs, increasing public outreach, and promoting the NC Wildlife Helpline as the primary contact for bear concerns. She noted several studies that improved trash management significantly reduces human bear conflicts. She also urged the community to not welcome the bears into yards; they should only be passing by.

2. **Helene Recovery Update**

Kevin Madsen, Helene Recovery Officer and Max Taintor, Strategy and Innovation, provided background information. Madsen noted that the two-year anniversary of Tropical Storm Helene is approaching, with an anniversary video in development and partner events planned. Taintor reported on the progress of the Preparedness Action Plan, highlighting that 78 percent completion for high-priority items, 69 percent for medium-priority items, and 99 percent for low-priority items for the plan. Madsen said that FEMA's Housing Mission is concluding at the

end of September, while Disaster Case Management and housing repair programs such as RenewNC continue supporting residents, including 35 completed home repairs and additional construction underway. Multiple major recovery initiatives, including landslide mitigation, open space acquisitions, cultural asset restoration, commercial district revitalization, and community health projects are advancing with detailed project updates. He said that significant funding has been secured or is pending through FEMA Public Assistance, HMGP reviews, and CDBG-DR infrastructure applications, supporting long-term resilience and recovery efforts.

3. **Solid Waste Update**

Dane Pedersen, Solid Waste Director, provided background information. He said that there has been ongoing countywide complaints about litter and that NCDOT has limited resources for secondary road cleanups. To help provide a solution, the County is implementing two major litter sweeps each year, one in the fall and one in the spring that will cover a total of 2,000 shoulder miles at an estimated cost of 190,000 dollars. Volunteer engagement and partnerships with CAPE will support areas outside the contracted cleanups, alongside multiple communication efforts. Interested organizations can contact the NCDOT Litter Sweep Coordinator at: (828)298-0397 to volunteer with the program. Pedersen also provided an update on the progress on securing a pre-positioned disaster debris collection contract and a planned FCC rate adjustment discussion scheduled for October.

4. **East Fork Project Update**

Josh Hallingse, Intergovernmental Relations provided background information. He explained that East Fork Pottery, established in 2010, announced a major expansion in December 2025 that will double production capacity and create new living-wage jobs while sustaining its 125 existing positions. The company plans to invest 2.5 million dollars in building improvements and business personal property and create 40 new jobs with an average annual salary of 54,080 dollars. The County's economic development incentive package totals 21,000 dollars, structured as a single-year, pay-for-performance payment over a five-year term. The investment schedule projects 2.5 million dollars in capital investment and 40 new jobs, with cumulative tax revenue estimated at 54,950 dollars and a net cumulative gain of 33,950 dollars to the County. Next steps include holding the hearing on October 6, followed by a formal vote on the incentive agreement.

5. **Sidewalks Grant Update**

Kevin Madsen, Helne Recovery Officer, provided background information. He explained that NC Commerce launched the Small Business Infrastructure Grant Program in April 2025, enabling funding to repair and rebuild infrastructure supporting small business recovery. Staff partnered

with NCDOT to develop pedestrian improvement projects in the Swannanoa Commercial Corridor and successfully secured two awards totaling 1.7 million dollars: 979,000 dollars for Whitson Avenue and 786,000 dollars for Railroad, Alexander, and South. He said that these projects will improve more than 2,200 square yards of sidewalk infrastructure, with construction management provided by NCDOT. He noted that additional funding requests have been submitted, including 10 million dollars in CDBG-DR funding for Highway 70 improvements and up to 750,000 dollars in CDBG-NR funds for right-of-way acquisition. He said that staff will return to the Board on October 6 to seek authorization to accept awarded grants and participate in public hearings for pending applications.

MINUTES OF THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS'

REGULAR MEETING OF SEPTEMBER 15, 2026.

BE IT REMEMBERED: That the Board of Commissioners met to hold a Regular Meeting on September 15, 2026, in the Chamber at 200 College Street in downtown Asheville, North Carolina at 5:00 p.m.

Present: Chair Amanda Edwards; Commissioner Terri Wells, Commissioner Al Whitesides; Commissioner Jennifer Horton; Commissioner Drew Ball and Commissioner Parker Sloan.

Absent: Vice-Chair Martin Moore.

The Chair opened the meeting and provided opening remarks.

CONSENT

1. Approval of the September 1, 2026, Meeting Minutes
2. Approval of the August 18, 2026, Combined Meeting Minutes
3. Resolution Approving Pyrotechnic Expert for Fireworks Display
4. Budget Amendment and Acceptance of Governor's Crime Commission (GCC) Violence Reduction 2026 Grant

Commissioner Sloan made the motion to approve the consent agenda and agenda as presented. Commissioner Whitesides seconded the motion and it was carried unanimously.

PUBLIC COMMENT

Tom Dessereau – a nearby resident and representative of the Sand Hill Community Garden and dog park, expressed concern about the lack of communication with local stakeholders regarding the proposed Buncombe County indoor recreation facility. He requested that the community have a seat at the table in the design process to address impacts on the community garden, dog park, and neighborhood access concerns.

David Greenson- GAP AVL – urged the county to create a standardized anti-displacement analysis framework, noting that major projects, such as the proposed Deaverview Mountain Park, should be evaluated for potential impacts on housing costs and resident stability. He requested that staff assess and publicly report any displacement risks and begin monitoring outcomes to ensure current residents benefit from future investments.

MANAGER'S REPORT

Manager Pinder introduced the two-year video. The video highlighted the recovery progress made in the last two years following the storm.

PRESENTATIONS

1. **First Step Farm of WNC 50th Anniversary Month Proclamation**

Commissioner Whitesides read the proclamation to proclaim September as First Step Farm of WNC's month in honor of their 50th Year Anniversary. The proclamation was received by Mike Plemmons and Scott, Chair of the Board.

2. **National Manufacturing Day and Month Proclamation**

Chair Edwards read the proclamation to proclaim National Manufacturing Day and October 2026 as National Manufacturing Month in Buncombe County.

3. **National Hispanic & Latino Heritage Month Proclamation**

Commissioner Ball read the proclamation in both English and Spanish in recognition of National Hispanic and Latino Heritage Month in Buncombe County from September 15 to October 15 in 2026.

4. **Buncombe County Soil and Water Conservation District's 75th Anniversary Proclamation**

Commissioner Wells read the proclamation celebrating Buncombe County Soil and Water Conservation District's 75th Anniversary.

5. **Human Resources Professionals Day Proclamation**

Commissioner Sloan read the proclamation celebrating Human Resources Day on September 26, 2026.

PUBLIC HEARING

1. **FY28 NCDOT Community Transportation 5311 Application**

William High provided background information. He explained that the FY28 Section 5311 Community Transportation Grant Applications, total $1,172,175 in federal, state, and local funding. The grants support administrative needs such as management contracts, data processing, and facility costs, as well as capital purchases including six vehicles with propane conversions, a push-to-talk radio system, and updated vehicle lettering. High stated that Mountain Mobility serves seniors, individuals with disabilities, human service agency clients, and the general public and noted that the Notice of Public Hearing was published and is also provided in the meeting materials.

The Chair opened the Public Hearing at 6:00 p.m. There was one commenter: Kim West – appointed member of the Community Transportation Advisory Board expressed gratitude for Mountain Mobility and encouraged further technology improvements and use of existing resources to address ongoing driver shortages. The Chair closed the Public Hearing at 6:02 p.m.

Commissioner Wells asked for clarification about ongoing driver shortages and the status of new ride-tracking technology for Mountain Mobility. High explained that that funding, approved two years ago is now being used to acquire upgraded tracking software, with deployment expected before the end of the calendar year. He noted the system will improve efficiency for operators and dispatchers while providing riders with more accurate trip information. High also stated that existing contract provisions, including penalties for staffing shortfalls, will be more fully enforced to address the gap between required and current operator levels.

Commissioner Horton made the motion to adopt the Resolutions Authorizing the Chairperson to Execute an Application for FY 2027 Public Transportation Program Funding, enter into agreement with the North Carolina Department of Transportation, and to provide the necessary certifications and grant documents. The motion was seconded by Commissioner Sloan and carried unanimously.

OLD BUSINESS

2. Low-Income Housing Tax Credit & CDBG-DR Awards for LIHTC Projects Update

Matt Cable, Community Development Division, provided an update on affordable housing efforts, reviewing disaster recovery funding sources and the limitations on how state and city CDBG-DR funds may be used within and outside Asheville city limits. He shared updated FEMA data showing 379 homes destroyed countywide, with approximately 75% of losses occurring outside the city, an important distinction for determining eligibility for various recovery programs. He further outlined how Buncombe County compares to other disaster impacted counties and explained constraints in the data where FEMA reports numbers only in ranges for small counts. Cable described the LIHTC award process, noting the county's position in the Metro Region and the differences between 9% and 4% tax credit projects, including their funding needs and typical unit sizes. He noted that Crescent Place Apartments received a 9% LIHTC award along with CDBG-DR funding, while two additional 4% projects in Asheville received awards in a separate cycle. He further explained new coordination between the state's Department of Commerce and the Housing Finance Agency, which added CDBG-DR funding to LIHTC awards under specific rules, including prioritizing new construction and limiting awards to one per county.

Cable further explained additional parameters of the CDBG-DR program, including a requirement that all LIHTC applicants in disaster impacted counties be willing to accept CDBG-DR funds and design their projects accordingly and noted that while all applicants indicated a need for the funding, they would have been required to accept it even if they had not. The total CDBG-DR program allocation was increased to $69 million, with caps of $24 million for 9% projects, a $3 million maximum award for 9% projects, and a $15 million maximum for 4% projects, though the state retained authority to exceed these caps, as demonstrated in Haywood County's unusually high award. Cable highlighted CDBG-DR awards across several counties, noting that Buncombe received $1.7 million for a 60-unit project, while other counties received substantially higher awards and stronger recovery ratios compared to their disaster related housing losses. Cable also reviewed separate state noticed awards for 4% projects, explaining that although Buncombe had eight eligible projects, none received funding because initial awards had not yet been allocated across all eligible counties. The presentation included combined data showing how CDBG-DR awards varied by county and how awarded units compared to destroyed units, with Buncombe recovering about half of lost rental units while some counties exceeded 100% recovery.

Cable concluded with an overview of Asheville's separate CDBG-DR program and an update on the County's Coxe Avenue affordable housing project, including the planned 203-unit mix and its reliance on future LIHTC He outlined next steps for the Coxe Avenue project, which include evaluating project costs with and without CDBG-DR funding, noting that while removing CDBG-DR requirements would slightly reduce costs, the savings would not close the full $15 million funding gap. Cable said that Harmony Housing is actively preparing additional funding applications and will need to reapply for LIHTC in the next available window, most likely the January pre-application cycle rather than the October deadline due to timing constraints.

Commissioners discussed the implications of the CDBG-DR award structure on Buncombe County, expressing concern and frustration that the county, having the highest number of homes destroyed, received the smallest allocation of disaster recovery housing funds. Cable clarified that the outcome resulted from two separate program rules: Buncombe was guaranteed one 9% award, but the state's "one award per county" rule prevented Buncombe from also receiving a 4% project award until all other eligible counties had been funded. Commissioners noted that these combined rules, along with discretionary increases awarded to other counties, created inequitable results that did not align with the scale of Buncombe County's disaster losses. Several commissioners voiced frustration, stating that the funding distribution appeared misaligned. The Commissioners discussed sending a formal letter to state leadership seeking explanations and advocating for corrective action. The discussion concluded with commissioners reaffirming their support for pursuing all possible funding avenues for Coxe Avenue and to continue advocating for Buncombe County residents impacted by the disaster. In closing, the Commissioners thanked staff for compiling the data and helping the Board to understand this process.

NEW BUSINESS

1. **Approval of the Deaverview Master Planning Contract**

Allison Dains, Parks and Recreation Director provided background information. She explained that the Deaverview Mountain Master Plan contract is now coming before the Board after the County's March 2026 acquisition of more than 342 acres using grant funds from the Southern Appalachian Highlands Conservancy, the NC Land and Water Fund, and the Outdoor Recreation Legacy Partnership program. She further explained that grant requirements mandate that the property be preserved, remain open to the public in perpetuity, and be accessible by 2029, with 319 acres protected under a conservation easement and managed for passive recreation such as hiking, wildlife viewing, and mountain biking. Staff outlined the master planning scope, which includes community outreach, environmental study, full property surveying, trail assessments, and recommendations for amenities, ingress/egress engineering, and complete driveway design. The selected landscape architecture firm, Equinox Environmental, will complete the work through two concurrent phases, with a future Phase III planned for development of trails, access points, and viewshed features. The proposed contract totals $1,392,190, covering master planning and engineering services. Project timelines extend

from late 2026 through 2027, culminating in a completed master plan and full engineering design.

Commissioner Wells thanked staff for these ongoing efforts and the community engagement. Commissioners asked about the project timeline, including when more funding would be needed. Dains said staff would be coming back with more funding requests once 100% design drawings are completed. She further clarified the plans for phased implementation, including the possibility of safely opening portions of existing trails and offering early programming before full construction is finished. Commissioners highlighted the importance of continued robust community outreach, including stakeholder-specific events, neighborhood meetings, large public gatherings, and targeted outreach in community hubs. Daines confirmed that community engagement will follow a model previously successful at Owen Park.

Commissioner Wells made the motion to approve the resolution for the contract of Deaverview Mountain. The motion was seconded by Commissioner Sloan and carried unanimously.

2. Budget Amendments for Conservation Easements

Ariel Zijp and Michelle Puliese, Southern Appalachian Highlands Society provided background information. Zijp explained that the Conservation Easement funding requests are being requested by both the Land Conservation Advisory Board and the Agricultural Advisory Board and noted that all project requests are within Buncombe County Conservation Focus Areas. She explained that the Buncombe County Land Conservation Advisory Board recommends one conservation easement project for funding and that Southern Appalachian Highlands Conservancy will be the conservation easement holding entity for this project.

Zijp further explained the four proposed conservation easements and an expansion of the Camp Sequoyah easement. The Rymer-Davis properties and Ruby Brown Farm, located in the Leicester–Sandy Mush Conservation Focus Area, include farmland and forest tracts with high percentages of prime soils and several NC Century Farms; each meets between five and six Open Space Bond eligibility criteria, with transaction cost requests ranging from $53,000 to $62,400. The Camp Sequoyah easement expansion adds approximately 80 acres to an existing 37-acre easement and ranks highly within several regional conservation priority models, supported by significant natural, scenic, ecological, and historic resources. Funding requests for Camp Sequoyah total $351,500, including $288,000 from the Open Space Bond, $63,500 in FY27 transaction costs, and private donor support. They also outlined the Agricultural Growth Zone (AGZ) grant renewal, requesting an additional $2 million in Open Space Bond matching funds. Zijp provided a financial overview which showed remaining Open Space Bond funds at $2.7 million after recommended allocations. Zijp requested Board approval of conservation easement projects totaling approximately $311,300 from the annual budget and $2.2 million from the open space bond. She further clarified that bond funds are allocated before issuance, with bonds issued when projects are ready to close, which may take two to three years. Noting that future requests for four agricultural projects would draw from previously approved 2024 Agricultural Growth Zone matching funds, with amounts determined following appraisals.

Commissioner Wells and Zijp clairified that conservation easements take several years to complete and that the Board will see some projects several times. Commissioners expressed

support for the projects' benefits to farmland preservation, water quality, viewshed protection, and climate resilience and highlighted progress in preserving the Newfound farming corridor and the opportunity to apply for an additional $2 million in state funding. Commissioner Wells thanked participating landowners and the Southern Appalachian Highlands Conservancy for their voluntary conservation efforts.

Commissioner Wells made the motion to approve the budget amendments as presented. The motion was seconded by Commissioner Ball and carried unanimously.

BOARD APPOINTMENTS

Agricultural Advisory Board – Commissioner Wells made the motion to appoint Charles Hubbard and Mark Diaz. The motion was seconded by Commisoner Sloan and carried unanimously.

Strategic Partnership Grants Committee: Commissioner Wells made the motion to appoint Sala Menaya-Merritt, Sandy Feutz, Rachel Dudasik, Christine Crespo Valentin, and Sandy Feutz. The motion was seconded by Commisoner Horton and carried unanimously.

Asheville Buncombe Technical Community College Board of Trustees: the Board voted to appoint Edward Willis.

Historic Resources Commission: Commissioner Ball made the motion to appoint Melody Oxendine. The motion was seconed by Commissioner Whitesides and carried unanimously.

County Board of Adjustment: The board voted to appoint Scott Elliott as alternate and James Diaz, Jr. As regular member.

Vaya Regional Board: Commissioner Whitesides made the motion to reappointment of Ellis Matheson to the board. The motion was seconded by Commissioner Horton and carried unanimously.

BOARD UPDATES

Commissioner Wells announced that she has been appointed to the NCACC Legislative Goals Committee.

Commissioner Horton announced that she was appointed to the NCACC Public Health and Human Services Board and the Public Education Board.

Chair Edwards announced that she was appointed to serve on the NCACC Justice and Public Safety Steering Committee.

CLOSED SESSION

County Attorney Euler read the motion to go into the closed session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged to consider and give instructions concerning the handling of three lawsuits in Buncombe County Superior Court Estate of Malorie Crisp v. Buncombe County et al, 25 CVS 007620-100, William Johnston v. Buncombe County et al, 23 CVS 003028-100 and the Estate of Michael Boone v.

Buncombe County et al, 26 CV 004979-100. He said that no formal action taken at this time and the statutory authority is contained in G.S. 143-318.11(a)(3).

Commissioner Sloan made the motion to go into closed session for the reasons provided. The motion was seconded by Commissioner Horton and carried unanimously.

The meeting went into closed session at 7:39 p.m.

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

CONSENT

Department: Tax Collections **Presenter(s):** Jennifer Pike, Tax Collector

Contact: Jennifer Pike, Tax Collector

Subject: Approval of the August 2026 Tax Collection Report

Brief Summary:

NCGS 105-350 requires the Tax Collector to submit a report showing the amount of taxes collected. This report includes fiscal year 2027 activity through August 2026.

Recommended Motion & Requested Action:

Approve as presented.

Attachments:

1. Aug 2026 Monthly Collection Report

Jennifer Pike
Tax Collector

Consent Agenda 10/6/2026

Department: Tax Collections **Presenter: Jennifer Pike**

Contact: Jennifer Pike

Subject: Approval of August 2026 Tax Collection Report

Brief Summary:

NCGS 105-350 requires the Tax Collector to submit a report showing the amount of taxes collected.

In the month of August, the majority of fiscal year 2027 property tax notices have been created, are available online, and have been mailed. An additional billing took place early September and Public Service Utilities billing is scheduled to occur in the Fall.
As of August 31, 2026, the total levy billed for fiscal year 2027 is 4.55% collected, as compared to 7.16% for fiscal year 2026, as of the end of August. The reduction is expected due to the delayed billing of some residential and many commercial properties for the current fiscal year.

Below is Buncombe County year to date reporting for fiscal year 2027, as of August 31, 2026.

Current Year Collections

Fiscal Year 2027	Personal Property	Public Service	Real Estate	Motor Vehicles	Total
Total Levy	$ 21,856,396.69	$ -	$ 265,781,438.37	$ 3,986,189.29	$ 291,624,024.35
Amount Collected	$ 732,038.00	$ -	$ 8,563,348.61	$ 3,968,915.04	$ 13,264,301.65
Unpaid Balance	$ 21,124,358.69	$ -	$ 257,218,089.76	$ 17,274.25	$ 278,359,722.70
Interest Collected	$ -	$ -	$ 7,973.23	$ 30,470.85	$ 38,444.08
FY27 Collection %	**3.35%**	**0.00%**	**3.22%**	**99.57%**	**4.55%**
FY26 Collection %	5.75%	0.00%	5.93%	99.65%	7.16%

Total fiscal year 2026 year to date collections, property tax and interest **$ 13,302,745.73**

Prior Year Collections

Prior Years 2017-2026	Personal Property	Real Estate	Total
Amount Collected	$ 41,358.58	$ 205,051.75	$ 246,410.33
Interest Collected	$ 6,235.08	$ 14,545.00	$ 20,780.08

Total prior year collections, fiscal year to date **$ 267,190.41**

***Total property tax released August 2026 due to taxable value adjustments** **$ 81,435.69**

***Total refunds processed August 2026** **$ 36,023.50**

***Detailed information for releases and refunds is available in Tax Collections.**

Recommended Action: Approve collection report on consent agenda.

County Manager's Comments & Recommendation: Approve as recommended

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

CONSENT

Department: Tax Collections **Presenter(s):** Jennifer Pike, Tax Collector

Contact: Jennifer Pike, Tax Collector

Subject: Request to waive occupancy tax penalty for Rock Haven Motel/Econo Lodge Biltmore

Brief Summary:

Shaunak Patel, owner of Rock Haven Motel and Econo Lodge Biltmore has requested a waiver of occupancy tax penalty incurred. Confusion involving the new Occupancy Tax remittance platform caused their remittance to be submitted on time but no payment to be processed, resulting in late payment penalties totaling $185.11.
A two-step process is required for granting a penalty waiver, approval by both the Buncombe County Tourism Development Authority (BCTDA) and Buncombe County Board of Commissioners. The BCTDA has recommended waiving the $185.11 in penalties via approval by Vic Isley, President & CEO of Explore Asheville, in accordance with BCTDA policy. Following approval, Buncombe County Tax Collections will remove the penalties currently reflected in the balance due for the Rock Haven Motel and Econo Lodge Biltmore accounts.

No law prohibiting the refund or waiver of penalties due to late payment and/or reporting of occupancy tax exists. Buncombe County has the authority to determine and set procedures regarding the waiver of occupancy tax penalties.

Recommended Motion & Requested Action:

Approval of occupancy tax penalty waiver, in the amount of $185.11 for Rock Haven Motel/Econo Lodge Biltmore

Attachments:

1. Rock Haven and Econo Lodge Penalty Waiver Request 2026

2. 9.1.26 RockHaven EconoLodge Penalty Waiver Email

From: Shaunak Patel
To: Vic Isley; Sarah Myers
Subject: BCTDA WAIVER
Date: Friday, July 31, 2026 1:16:51 PM

Hello BCTDA,

I got an email for following accounts for penalties and i am asking for waiver as this occupancy tax was filed on new platform and the accountant who usually files for it filed it and thought the payment went through but we didn't know until we received an email from the tax office that the payment didn't go through. And we been always on time for filing and making a payment but had some issues this time as the platform was new. So please consider this waiver request. Following are the account details and penalty amount.

ACOUNT 2933 ROCK HAVEN MOTEL
1464 PATTON AVE
ASHEVILLE
NC 28806
BILL #3142236, $56.38

ACCOUNT 3003 SOMESWARA LLC - ECONOLODGE BILTMORE
190 TUNNEL RD
ASHEVILLE
NC 28805
BILL #3142235, $128.73

PLEASE LET ME KNOW IF NEED ANYTHING ELSE

THANK YOU
510-314-7038

From:	Sarah Myers
To:	Shaunak Patel
Bcc:	Vic Isley
Subject:	RE: Waiver request
Date:	Thursday, July 30, 2026 8:16:00 PM
Attachments:	BCTDA Penalty Waiver Policy.pdf image001.png image002.png image003.png image004.png image005.png image006.png image007.png

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Hello, Shaunak.

Thank you for your note. I am responding to officially begin the penalty waiver process.

I have attached the BCTDA penalty waiver policy, which includes instructions on how to submit a written request to the Buncombe County Tourism Development Authority (BCTDA).

In the written request, detail your reason for needing a penalty waiver, including the lodging property address, name, and pertinent information, and the amount you're requesting be waived for the property. For ease and expediency, we can accept the request letter as an email attachment. Please ensure it is formally addressed to the BCTDA.

You are welcome to write one letter for multiple properties, please be sure to lay out the specific details for each property, as you have below. It looks as though your total penalties owed are less than $500. Be sure to confirm that total amount due in your letter.

Per BCTDA policy, the decision to waive any fee totaling less than $500 can be made by the President & CEO of Explore Asheville and does not need to be voted on by the BCTDA Board before being presented to the County Commissioners for ultimate approval.

Please let us know if you have any other questions. Otherwise, I will confirm when the letter is received.

Kindly,
Sarah

EXPLORE ASHEVILLE
POWERED BY Buncombe County Tourism Development Authority

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Shaunak Patel <econolodge28805@gmail.com>

Sent: Thursday, July 30, 2026 9:37 AM
To: Sarah Myers <smyers@exploreasheville.com>
Subject: Waiver request

Hello,

I got an email for following accounts and penalties and i am asking for waiver as this occupancy tax was filed on new platform and the accountant who usually files for it filed it and thought the payment went through but we didn't know until we received an email from the tax office that the payment didn't go through. And we been always on time for filing and making a payment but had some issues this time as the platform was new. So please consider this waiver request. Following are the account details and penalty amount.

Thank you
510-314-7038

ACOUNT 2933 ROCK HAVEN MOTEL: BILL #3142236, $56.38
ACCOUNT 3003 SOMESWARA LLC - ECONOLODGE BILTMORE: BILL #3142235, $128.73

From: Michael Boyko
To: Sarah Myers; Elliott Suess
Subject: RE: BCTDA Penalty Waiver Request | Econo Lodge Biltmore and Rock Haven Motel
Date: Friday, August 7, 2026 10:14:37 AM
Attachments: image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image015.png

Good morning, Sarah.
Those penalty amounts are confirmed. I see no history of previous penalty waivers.
Thanks!

Regards,

Michael Boyko
He/Him
Tax Collections
Daily Collections Supervisor
(828) 250-4912
Michael.boyko@buncombenc.gov
Physical: 182 College St, Asheville, NC 28801
Mailing: PO Box 3140, Asheville, NC 28802
Respect. Integrity. Collaboration. Honesty. Equity.
Facebook*•*X*•*Threads*•*Instagram*•*YouTube*•*LinkedIn

From: Sarah Myers <smyers@exploreasheville.com>
Sent: Thursday, August 6, 2026 5:17 PM
To: Elliott Suess <Elliott.Suess@buncombenc.gov>; Michael Boyko <Michael.Boyko@buncombenc.gov>
Subject: BCTDA Penalty Waiver Request | Econo Lodge Biltmore and Rock Haven Motel

Good afternoon, Elliott and Michael.

Will you confirm the penalty amounts due (see below) for the Rock Haven Motel and Econo Lodge Biltmore?

And will you also verify that there is no history of past penalty waivers on these accounts?

Thank you so much,

Sarah

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Shaunak Patel <econolodge28805@gmail.com>
Sent: Friday, July 31, 2026 1:17 PM
To: Vic Isley <visley@exploreasheville.com>; Sarah Myers <smyers@exploreasheville.com>
Subject: BCTDA WAIVER

Hello BCTDA,

I got an email for following accounts for penalties and i am asking for waiver as this occupancy tax was filed on new platform and the accountant who usually files for it filed it and thought the payment went through but we didn't know until we received an email from the tax office that the payment didn't go through. And we been always on time for filing and making a payment but had some issues this time as the platform was new. So please consider this waiver request. Following are the account details and penalty amount.

ACOUNT 2933 ROCK HAVEN MOTEL
1464 PATTON AVE
ASHEVILLE
NC 28806
BILL #3142236, $56.38

ACCOUNT 3003 SOMESWARA LLC - ECONOLODGE BILTMORE
190 TUNNEL RD
ASHEVILLE
NC 28805
BILL #3142235, $128.73

PLEASE LET ME KNOW IF NEED ANYTHING ELSE

THANK YOU
510-314-7038

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

This electronic communication may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. Additionally, the unauthorized disclosure of juvenile, health, legally privileged, proprietary, or otherwise confidential information may be prohibited by law. If you have received this email in error, you are hereby notified that you are not authorized to read, print, retain, copy, or disseminate this communication, any part of it, or any attachments. Please notify the sender immediately and delete all records of this email. There is no intent on the part of the sender to waive any privilege that may attach to this communication.

Michael Boyko

From: Jennifer Pike
Sent: Tuesday, September 1, 2026 12:54 PM
To: Michael Boyko
Subject: FW: Penalty Waiver Request | Rock Haven Motel and Econo Lodge Biltmore
Attachments: Rock Haven and Econo Lodge Penalty Waiver Request 2026.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please review the below and get an RBA completed.

I'll get this on the October 6th agenda.

From: Sarah Myers <smyers@exploreasheville.com>
Sent: Tuesday, September 1, 2026 12:50 PM
To: Jennifer Pike <Jennifer.Pike@buncombenc.gov>
Cc: Melissa Moore <Melissa.Moore@buncombenc.gov>; Mason Scott <Mason.Scott@buncombenc.gov>
Subject: Penalty Waiver Request | Rock Haven Motel and Econo Lodge Biltmore

Good afternoon, Jennifer, Melissa, and Mason.

Please find attached the supporting documents for the penalty fee waiver request from Shaunak Patel, owner of Rock Haven Motel and Econo Lodge Biltmore. You will also find below approval from Vic Isley, President & CEO of Explore Asheville & the BCTDA, to waive the penalty fee.

Per BCTDA policy, the decision to waive any fee totaling less than $500 can be made by the President & CEO and does not need to be voted on by the Board before being presented to the County Commissioners for approval. The Buncombe County tax collections office has confirmed the total $185.11 due, and indicated these accounts have no prior penalties.

Please advise on next steps and timeline for County Commission review.

Thank you,
Sarah

Bcc'd for sightline: HP Patel, Lucious Wilson, Tim Rosebrock, Vic Isley

EXPLORE ASHEVILLE
POWERED BY Buncombe County Tourism Development Authority

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Vic Isley <visley@exploreasheville.com>
Sent: Tuesday, September 1, 2026 8:28 AM
To: Sarah Myers <smyers@exploreasheville.com>
Subject: RE: Rock Haven Motel and Econo Lodge Biltmore

Approved. Thank you,

From: Sarah Myers <smyers@exploreasheville.com>
Sent: Monday, August 31, 2026 4:34 PM
To: Vic Isley <visley@exploreasheville.com>
Subject: Rock Haven Motel and Econo Lodge Biltmore

Good afternoon.

Please find attached the supporting documents for the penalty fee waiver request from Shaunak Patel, owner of Rock Haven Motel and Econo Lodge Biltmore.

Per BCTDA policy, the decision to waive any fee totaling less than $500 can be made by the President & CEO and does not need to be voted on by the Board before being presented to the County Commissioners for approval. The Buncombe County tax collections office has confirmed the total $185.11 due, and indicated these accounts have no prior penalties.

Please advise,
Sarah

EXPLORE ASHEVILLE
POWERED BY Buncombe County Tourism Development Authority

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Sarah Myers
Sent: Thursday, July 30, 2026 8:16 PM
To: Shaunak Patel <econolodge28805@gmail.com>
Subject: RE: Waiver request

Hello, Shaunak.

Thank you for your note. I am responding to officially begin the penalty waiver process.

I have attached the BCTDA penalty waiver policy, which includes instructions on how to submit a written request to the Buncombe County Tourism Development Authority (BCTDA).

In the written request, detail your reason for needing a penalty waiver, including the lodging property address, name, and pertinent information, and the amount you're requesting be waived for the property. For ease and expediency, we can accept the request letter as an email attachment. Please ensure it is formally addressed to the BCTDA.

You are welcome to write one letter for multiple properties, please be sure to lay out the specific details for each property, as you have below. It looks as though your total penalties owed are less than $500. Be sure to confirm that total amount due in your letter.

Per BCTDA policy, the decision to waive any fee totaling less than $500 can be made by the President & CEO of Explore Asheville and does not need to be voted on by the BCTDA Board before being presented to the County Commissioners for ultimate approval.

Please let us know if you have any other questions. Otherwise, I will confirm when the letter is received.

Kindly,
Sarah

EXPLORE ASHEVILLE
POWERED BY Buncombe County Tourism Development Authority

Sarah Myers She/Her (what is this?)
Director of People, Culture & Strategy
P: 828.333.5831
smyers@exploreasheville.com
27 College Place Asheville, NC 28801

From: Shaunak Patel <econolodge28805@gmail.com>
Sent: Thursday, July 30, 2026 9:37 AM
To: Sarah Myers <smyers@exploreasheville.com>
Subject: Waiver request

Hello,

I got an email for following accounts and penalties and i am asking for waiver as this occupancy tax was filed on new platform and the accountant who usually files for it filed it and thought the payment went through but we didn't know until we received an email from the tax office that the payment didn't go through. And we been always on time for filing and making a payment but had some issues this time as the platform was new. So please consider this waiver request. Following are the account details and penalty amount.

Thank you
510-314-7038

ACOUNT 2933 ROCK HAVEN MOTEL: BILL #3142236, $56.38
ACCOUNT 3003 SOMESWARA LLC - ECONOLODGE BILTMORE: BILL #3142235, $128.73

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

CONSENT

Department: Emergency Services **Presenter(s):** Kevin Tipton, Fire Marshal

Contact: Kevin Tipton, Fire Marshal

Subject: Resolution Approving Pyrotechnic Experts for Firework Displays

Brief Summary:

Request from Timothy Lee Confer and Pyrotecnico, Inc. to conduct a fireworks show on October 10, 2026 at The Biltmore House, 1 Lodge St., Asheville, N.C. 28803.

Recommended Motion & Requested Action:

Approve resolution as presented.

Attachments:

1. Pyrotechnics Display 10-6-26 mtg

RESOLUTION #:

RESOLUTION APPROVING PYROTECHNICS EXPERTS FOR CONDUCTING FIREWORKS DISPLAYS

WHEREAS, pursuant to NCGS §§ 14-410 and 14-413 the Board of Commissioners is authorized to review and approve the qualifications of persons applying for approval as pyrotechnics experts for the purpose of conducting fireworks displays; and

WHEREAS, application has been made by Timothy Lee Confer and Pyrotecnico, Inc. for a pyrotechnic display;

WHEREAS, the Fire Marshal has reviewed and determined that the application meets the standards set forth in the general statutes and the required proof of insurance has been provided; and

WHEREAS, this Board is of the opinion that the application received to conduct a firework pyrotechnic display should be approved.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for the County of Buncombe as follows:

1. That the following be granted permission to conduct a fireworks display at the location and on the date shown, to-wit:

NAME	LOCATION	DATE
Timothy Lee Confer & Pyrotecnico, Inc.	The Biltmore House 1 Lodge Street Asheville, NC 28803	October 10, 2026

That should inclement weather prevent the presentation of said display on said date(s), then the pyrotechnics display may be rescheduled to a postponement date with the consent of the fire Marshal or designee.

2. That pursuant to NCGS §§ 14-410 and 14-413 this Board finds that the above-named individual/company is a qualified pyrotechnic expert for the purpose of conducting fireworks displays.

ADOPTED this 6th day of October, 2026.

ATTEST

_____
Sarah Gross, Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

By: _____
Amanda Edwards, Chair

APPROVED AS TO FORM

_____
County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

CONSENT

Department: Emergency Services **Presenter(s):** Ryan Cole, Assistant Department Director I

Contact: Fire Chief Justin Lucia

Subject: Appointment of Mr. Mark Matthews to the Reems Creek Volunteer Fire Department Firefighters' Relief Fund Board of Trustees

Brief Summary:

Pursuant to North Carolina General Statute §58-84-30, the Buncombe County Board of Commissioners is requested to affirm the appointment of Mr. Mark Matthews to serve as a member of the Reems Creek Volunteer Fire Department Firefighters' Relief Fund Board of Trustees.

The Firefighters' Relief Fund (FRF), established by the North Carolina General Assembly in 1907 and administered by the North Carolina State Firefighters' Association (NCSFA), provides financial assistance to firefighters injured in the line of duty and helps prevent financial hardship among firefighters and their dependents.

Each participating fire department is required to maintain a Local Relief Fund Board (LRFB) composed of five members:
- Two members elected by the department's active firefighters,·
- Two members appointed by the County Board of Commissioners (for non-municipal departments), and
- One member appointed by the State Fire Marshal.

The Relief Fund Board operates independently from the fire department's governing board and maintains its own funds and reporting requirements as outlined under G.S. 58-84 and G.S. 58-85.

Mr. Matthews is a community member of Reems Creek His appointment continues the tradition of experienced leadership and stewardship over the Relief Fund, ensuring compliance with statutory duties and the financial protection of Reems Creek's firefighters and their families.

Recommended Motion & Requested Action:

Move to approve the appointment of Mr. Mark Matthews to the Reems Creek Volunteer Fire Departments Firefighters' Relief Fund Board of Trustees to serve at the pleasure of the Buncombe County Board of Commissioners, in accordance with N.C.G.S. §58-84-30.

Attachments:

None

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

PRESENTATIONS

Department: Governing Body **Presenter(s):**

Contact:

Subject: Domestic Violence Prevention and Awareness Month Proclamation

Brief Summary:

Proclamation to declare October 2026 as Domestic Violence and Awareness Month.

Recommended Motion & Requested Action:

No action requsted.

Attachments:

1. DV Prevention and Awareness Month 2026

DOMESTIC VIOLENCE PREVENTION AND AWARENESS MONTH

OCTOBER 2026

WHEREAS, Domestic violence, which can include physical, mental, sexual, emotional, and financial abuse, is a means of intimidation and violence to influence, violate, and control a partner involved in an intimate relationship; and,

WHEREAS, An average of 24 people per minute experience rape, physical violence, and/or stalking by an intimate partner in the United States, more than 12 million people over the course of a single year; and,

WHEREAS, Domestic violence is a serious public health issue that results in billions of dollars spent annually in medical, mental health, and lost work productivity costs; and,

WHEREAS, The problems of domestic violence are not confined to any specific groups of people and can happen to anyone regardless of identity and experience; and,

WHEREAS, Intersecting layers of vulnerability due to race, ethnicity, gender identity, sexual orientation, age, ability, religion/spirituality, citizenship status, and spoken language, make it easier for abusers to isolate, control, and create and sustain power over survivors with marginalized identities; and,

WHEREAS, Children who grow up witnessing domestic violence in their homes are deeply impacted and are more likely to have trouble in school, more likely to perpetuate and be victimized by violence themselves, and more likely to experience long-term mental and physical health challenges; and,

WHEREAS, Survivors should have help to find the compassion, comfort, and healing they need, and abusers should be held accountable for their violent behavior; and,

WHEREAS, We know there is hope; partners at the Buncombe County Family Justice Center collaborate to offer a safe location for survivors of domestic violence to receive forensic medical exams, assistance creating safety plans, case management, counseling, and legal support in one location; and,

WHEREAS, Our combined prevention efforts work at the root causes of domestic violence by addressing the systems that perpetuate community attitudes and individual patterns of belief, thought, and behavior that sustain abuse; and,

WHEREAS, Survivors of abuse have been at the forefront of advocacy efforts; and,

WHEREAS, Domestic Violence Prevention and Awareness Month is an opportunity to stand with survivors, to celebrate progress in combating these crimes, and to recommit to preventing domestic violence in our community by working together to build safer communities for all,

NOW, THEREFORE, BE IT RESOLVED that the Buncombe County Board of Commissioners proclaims **October 2026** as **Domestic Violence Prevention and Awareness Month,** and we urge our residents to make the commitment to stop domestic violence by speaking out against it and learning more about the resources available to survivors and their families.

This 6th day of October, 2026.

Amanda Edwards

Amanda Edwards, Chair
Buncombe County Board of Commissioners

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

PUBLIC HEARINGS

Department: County Manager

Presenter(s): Josh Hallingse, Intergovernmental Relations Director
Alex Matisse

Contact: Elizabeth Odderstol, Economic Development Program Analyst

Subject: East Fork Economic Development Agreement

Brief Summary:

In December 2025, East Fork Pottery LLC announced its plans to expand at its existing facility in Buncombe County. East Fork Pottery is a leading manufacturer and distributor of ceramic dishware. East Fork plans to invest $2.5 million in capital expenditures and create 40 new full-time jobs, averaging $26 an hour.

Prior to the December announcement, East Fork requested made formal application of incentives. The County, subject to formal approval by the Board of Commissioners at a Public Hearing, provided guidance on the utilization of economic development incentives to induce the Company to make capital investments and create jobs in Buncombe County. The Buncombe County incentives will total $21,000. Based on the County's policy, East Fork is eligible for a one-time incentive of $16,000 based on capital investment and job creation targets. Additionally, the Company may be eligible to receive up to $5,000 in employment incentives if the company demonstrates its ability to hire employees from workforce development programs.

Our staff have analyzed the economic impact of the expansion project, drafted an Economic Development Agreement (EDA) between East Fork Pottery and Buncombe County, and are requesting the Board's formal approval for the incentive grant.

Recommended Motion & Requested Action:

Hold a public hearing and approve economic development incentives for East Fork Pottery and the Economic Development Agreement between East Fork and Buncombe

County.

Attachments:

1. Presentation
2. Resolution
3. EDA East Fork Agreement

Economic Development Incentive Program – East Fork Agreement

October 6, 2026

Public Hearing

Background

- Established in 2010, East Fork Pottery is a leading manufacturer and distributer of ceramic dishware
  - Driven by national demand, this investment will double East Fork's production capacity, creating new living wage jobs and expanding their core line of ceramics
  - East Fork currently employs and will continue to sustain 125 existing jobs
- Expansion was announced in December 2025
  - **Capital Investment:** $2.5 million
  - **Jobs:** 40
  - **Wages:** $26 per hour ($54,080)

Aligns with Strategic Plan Goals for increasing average wages and total employment.

Requested Action Items

Board of Commissioners approval for:

- Economic Development incentives for East Fork Pottery and the Economic Development Agreement between East Fork and Buncombe County


EAST
FORK®

A few of our enduring commitments:

- **Living Wage Employer –** Certified Living Wage employer

- **Fair Chance Hiring**
  - Long standing relationships with organizations like **Operation Gateway** and **Deep Time**

- **1% For the Community**
  - Over $2M raised and donated to our Asheville community
  - Provide a platform for our community partners
  - Donated over $650K in the wake of Helene

Economic Development Agreement

Economic Development Incentive

- **Incentive Structure**
  - Total Incentives: $21,000
    - Policy-based: $16,000
    - Hiring incentives: $5,000
  - **Single-year payment**
  - **Term**: 5 years (3 year creation + 2 year retention)
  - **Payment Structure**: pay-for-performance (pro rata) based on actual job and investment schedule.

Investment, Job and Incentive Schedule

	PROJECT	PROJECT	OUTFLOW	INFLOW		COUNTY IMPACT	
Fiscal Year	New Job Creation	New Capital Investment	Incentives	Tax Revenue (Annual)	Tax Revenue (Cumulative)	Cost / Gain (Annual)	Cost / Gain (Cumulative)
2026	20	$1,500,000	$0.00	$8,169.00	$8,169.00	$8,169.00	$8,169.00
2027	20	$1,000,000	$0.00	$13,070.40	$21,239.40	$13,070.40	$21,239.40
2028	0	$0.00	$0.00	$12,090.12	$33,329.52	$12,090.12	$33,329.52
2029	0	$0.00	$21,000.00	$11,218.76	$44,548.28	($9,781.24)	$23,548.28
2030	0	$0.00	$0.00	$10,401.86	$54,950.14	$10,401.86	$33,950.14
TOTAL	**40**	**$2,500,000**	**$21,000**	**$54,950.14**	**$54,950.14**	**$33,950.14**	**$33,950.14**

Request to enter a public hearing in accordance with NCGS § 158-7.1, which directs local governments to hold a public hearing in advance of any appropriation or expenditure for economic development purposes.

Requested Action Items

Board of Commissioners approval for:

- Economic Development incentives for East Fork Pottery and the Economic Development Agreement between East Fork and Buncombe County

Resolution #: _____

RESOLUTION AUTHORIZING BUNCOMBE COUNTY TO PAY ECONOMIC DEVELOPMENT INCENTIVES AND TO SIGN ECONOMIC DEVELOPMENT AGREEMENT

_____

WHEREAS, East Fork Pottery LLC is a North Carolina limited liability company, (hereinafter sometimes referred to as “East Fork”) is a ceramic manufacturer and distributor that is located in Buncombe County;

WHEREAS, East Fork currently employs 115 people and produces thoughtful, durable ceramic dishware;

WHEREAS, East Fork desires to expand its operations in Buncombe County by investing $2.5 million and creating 40 new full-time project related jobs that pay an average wage of $26/hour, not including benefits ("Project"); and the Project includes renovations and improvements to existing facilities located at 144 Caribou Road (the "Facility");

WHEREAS, East Fork requested the County provide economic development incentives to induce it to make these capital investments for the Project and for the creation of these new full-time project related jobs at the Facility, and East Fork informed the County that if the County did not promise such economic development incentives, then East Fork may not complete the Project;

WHEREAS, in exchange for the capital investment and improvements to real property as well as new machinery and equipment of at least $2,500,000 and East Fork's commitment to maintain both the forty (40) new Full-Time Project Related Jobs as well as the current approximately one hundred and fifteen (115) full-time jobs it has in Buncombe County, the County proposed to pay East Fork grants in the total cumulative amount of up to twenty-one thousand ($21,000.00) Dollars to be paid upon completion of the Project currently slated for on or after April 30th 2029;

WHEREAS, confirmations of the capital investment and improvements will be determined by the Buncombe County Tax Department and jobs and wages will be confirmed by the figures shown on filings by East Fork with the N.C. Employment Security Commission as to unemployment compensation taxes;

WHEREAS, the cumulative tax revenues resulting from the capital investment and machinery, equipment and other business personal property to be located at the Facility will offset the grant payment in five (5) years and will exceed $21,000 after ten (10) years;

WHEREAS, East Fork’s expansion Project, in addition to bringing the jobs described above, will produce revenue for local businesses and the County due to the employment of

individuals and the spending by East Fork and those new employees, which will provide further economic benefits to the County and local businesses;

WHEREAS, this Board hereby determines that this level of investment and jobs creation enhances the County's property tax base and increase the County's property tax revenues as it will increase the County's population, taxable property, employment, industrial output and the overall business prospects of the County;

WHEREAS, pursuant to the provisions of North Carolina General Statutes §158-7.1, this Board of Commissioners deems it desirable and in the best interests of the County and its businesses and residents to offer certain economic development incentives to East Fork and to enter into an Economic Development Agreement ("EDA") with East Fork; and

WHEREAS, this Board of Commissioners has organized and approved the holding of a public hearing at the Board's October 6, 2026 regular meeting to discuss and approve these economic development incentives to East Fork and authorize the entering into of an EDA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Buncombe County, North Carolina, as follows:

1. The Recitals set forth above, along with the definitions of certain terms, are incorporated herein by reference as if fully restated.

2. This Board of Commissioners approves appropriating and spending from the County's general fund amounts to make cash grants in the total cumulative amount of up to twenty-one thousand ($21,000.00) dollars to be paid upon completion of the Project, such amounts and payment schedule being more specifically described in the Economic Development Agreement attached to this Resolution as Exhibit A.

3. That this Board finds and determines that such appropriation and East Fork's investment for the expansion of its operations as described above increases the County's property tax base and increases the County's property tax revenues.

4. To implement these incentives, the Board of Commissioners hereby ratifies and approves the attached Economic Development Agreement and authorizes the County Manager to take all actions necessary to implement the actions and grants required by that Agreement.

5. The County Manager is hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

6. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

7. This Resolution is effective upon its adoption.

This the ___ day of October, 2026

ATTEST

_____
Sarah Gross, Clerk

APPROVED AS TO FORM

_____
County Attorney

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

By: _____
Amanada Edwards, Chair

Exhibit A

See attached Economic Development Agreement

EAST FORK POTTERY, LLC

and

BUNCOMBE COUNTY, NORTH CAROLINA

INCENTIVE AGREEMENT

_____

Dated as of October 6, 2026

_____

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT ("**Agreement**") is dated as of 6th day of October, 2026 ("**Effective Date**"), and is between **EAST FORK POTTERY, LLC,** a North Carolina limited liability company (hereinafter sometimes collectively referred to as "**East Fork**"), and **BUNCOMBE COUNTY**, a public body politic and a political subdivision of the State of North Carolina ("County").

R E C I T A L S:

WHEREAS, **East Fork** designs, manufactures, and sells thoughtful, durable ceramic dishware in Asheville, North Carolina;

WHEREAS, **East Fork** currently employs 115 employees at its manufacturing facility located at 144 Caribou Road ("Facility");

WHEREAS, **East Fork** desires to expand the Facility by investing $2,500,000 and creating 40 new full time project related jobs that pay an average wage of $26 per hour, not including benefits ("Project");

WHEREAS, **East Fork** requested that the County provide economic development incentives to induce it to make these capital investments for the Project and for the creation of these new full time project related jobs at the Facility;

WHEREAS, **East Fork** informed the County that if the County did not promise such economic development incentives, then **East Fork** may not complete the Project;

WHEREAS, in exchange for the capital investment in new construction and improvements to real property as well as new machinery and equipment having a property tax value (before depreciation) of at least $2,500,000 and 40 new full time project related jobs as described above, the County proposed to pay **East Fork** grants in the total cumulative amount of $21,000 ($16,000 for one-time incentives and $5,000 for potential additional incentives for hiring commitments) to be paid at the completion of the project on or after April 30, 2029; and

WHEREAS, confirmations of the capital investment and improvements will be determined by the Buncombe County Tax Department and jobs and wages will be confirmed by the figures show on filings by East Fork with the N.C. Employment Security commissions as to unemployment compensation taxes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Abandonment of Operations" means that for a period in excess of four continuous months East Fork ceases manufacturing operations at the Facility.

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State of North Carolina are required by law to be closed.

"Confirmation Date" means the scheduled future dates when **East Fork** will submit a certified confirmation letter to the County stating that all investment and job creation commitments have been met or maintained during the Retention Period as defined below. The Incentive Confirmation Date for this agreement is April 30, 2029.

"Confirmation Letter" means a certified letter submitted by East Fork to the County certifying that commitments have been met and requesting release of incentive grants, or that commitments have been maintained during the said Retention Period. Each such letter must specifically state that **East Fork** meets or exceeds the applicable Jobs Minimum and that it meets or exceeds the Direct Investment requirements on or before the Incentive Confirmation Date and each succeeding Confirmation Date during the said Jobs Retention Period.

"Direct Investment" means the increase in property tax value attributable to property (before depreciation) in the County owned by East Fork after the effective date of this Incentive Agreement as determined by the Buncombe County Tax Department in accordance with applicable law, regardless of the funding sources for said property. Direct investment may include facilities and business personal property but does not include land acquisition. Per NCGS 105-308, East Fork must file Business Personal Property listings with the Buncombe County Tax Department by January 31st. East Fork may only claim those direct investments that are reported in such filings. Direct Investment in this agreement refers to the capital investment in new construction and improvements to real property as well as new machinery and equipment having a property tax value (before depreciation) of at least $2,500,000.

"Facility" the Property and improvements located at London Road and Shady Oak Drive, Asheville, North Carolina.

"Full-Time Project Related Jobs" means the total number of new full-time employees employed by East Fork in connection with the Project as of April 30, 2029. Such employees may be hired at any time on or prior to April 30, 2029, so long as East Fork hires the required number of new full-time employees as specified herein being paid at the average wages as set forth herein. "Part-Time" or "Temporary" employees may not be counted towards the "Full-Time Project Related Jobs" commitment. Full-Time Project Related Jobs in this agreement refers to the East Fork's creation of 40 new full-time jobs that pay an average wage of $26 per hour, not including benefits.

"Incentive" means the incentive payment referred to in this Agreement that the County will pay to East Fork provided the Performance Commitments are achieved.

"Project" has the meaning specified in the Recitals.

"Retention Period" is the period of time that the East Fork must maintain jobs and investment commitments. For this agreement, the Retention Period is April 30, 2029 through May 1, 2031.

"State" means the State of North Carolina.

1.2 **Rules of Construction**. Unless the context otherwise indicates:

(a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;

(b) All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;

(c) All references to officers are references to County officers; and

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

ARTICLE II

2. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.

ARTICLE III

East Fork'S COMMITMENTS

3.1 In return for the Incentives set forth herein, which are a competitive necessity for East Fork to increase capacities and operations in the County, East Fork commits to certain Performance Commitments related to new full-time project related jobs created as well as currently exiting jobs retained and incrementally increased taxes in the County ("**Performance Commitments**"). The parties acknowledge and agree that the consideration for the County to enter into this Agreement is the expectation that East Fork will meet or exceed the Performance Commitments.

Specifically, East Fork agrees to meet or exceed the following Performance Commitments:

(a) East Fork will create Forty (40) new Full-Time Project Related Jobs by the April 30, 2029.

(b) East Fork will keep and maintain the currently existing One Hundred and Fifteen (115) full-time jobs it currently has in Buncombe County.

(c) East Fork will maintain at the Facility for a Two (2) year period running from April 30, 2029 through May 1, 2031 ("**Retention Period**"), both the Forty (40) Full-Time Project Related Jobs as well as the current One Hundred and Fifteen (115) full-time jobs it has in Buncombe County (collectively, "**Jobs Minimum**"). It is expressly understood and agreed that the Jobs Minimum must equal or exceed One Hundred and Fifty-Five (155) Full-Time Jobs at all times during the Jobs Retention Period. East Fork must submit an annual Confirmation Letter certifying that it meets or exceeds the required Jobs Minimum on or before April 30 of each year during the Jobs Retention Period. This will be determined based on the Statement of Deposits and Filings provided by EastFork to the N.C. Employment Security Commission.

(d) East Fork agrees that for the length of the Retention Period, the average wage level of the Full-Time Project Related Jobs specified in Section 2.1(a) above shall be at least Twenty-Six Dollars ($26) per hour, not including benefits. The calculation of the average wages for Full-Time Project Related Jobs shall be done as of April 30 of each year during the Retention Period. This will be determined based on the Statement of Deposits and Filings provided by East Fork to the N.C. Employment Security Commission.

(e) East Fork shall make Direct Investment in new construction and improvements to the Facility as well as new machinery and equipment having a property tax value (before depreciation) of at least Two Million and Five Hundred Thousand Dollars ($2,500,000).

(f) Direct Investment (or replacement property of equal or greater value for property tax purposes before depreciation) shall remain in the County subject to ad valorem property tax assessments through the end of the Retention Period. East Fork must submit an annual Confirmation Letter certifying that it meets or exceeds the Direct Investment requirements. This will be determined based on filings by East Fork with the Buncombe County Tax Department as to business personal property listings

3.2 East Fork recognizes that incentive grants can only be awarded if East Fork submits a signed, notarized Confirmation Letter by April 30, 2029. The Confirmation Letter must certify that all goals have been met and provides adequate supporting documentation for these targets. East Fork further understands that all supporting documentation is subject to review by County staff. East Fork acknowledges that the definition and requirements for adequate supporting documentation are documented in this Agreement. A Sample Certification Letter and Supporting Documentation is provided in Article XII.

3.3 Confirmations. East Fork will submit a confirmation letter on the Incentive April 30, 2029, and on an annual recurring basis East Fork will submit follow up confirmation letters on April 30 of each succeeding calendar year during the said Retention Period.

The confirmation letter must confirm that East Fork has met and/or maintained the Performance Commitments as follows: (1) the amount of Direct Investment shall be the amount of the new and additional property tax value (before depreciation) as determined by the Buncombe County Tax Department in accordance with applicable law attributable to Direct Investment related to the Project for property owned by East Fork in the County as shown on its Business Real and Personal Property Tax Listings for the applicable year; and (2) the number of Full-Time Project Related Jobs that East Fork has as of each Confirmation Date shall be the number shown on filings by East Fork with the N.C. Employment Security Commission as to unemployment compensation taxes. The County shall have reasonable access to other documentation to verify the attainment of these Performance Commitments.

3.4 Direct Investment and Jobs Minimum.

(a) If East Fork does not make the Direct Investment on or before the scheduled Incentive Confirmation Date, then no incentive grants will be awarded.

(b) If East Fork does not maintain the amount of investment throughout the retention period, then East Fork will be subject to recapture as provided in **Article V**.

(c) If East Fork does not create **Forty (40)** new Full-Time Project Related Jobs, the Jobs Minimum, on or before the scheduled Incentive Confirmation Date, then no incentive grants will be awarded.

(d) If East Fork does not maintain the Jobs Minimum throughout the Retention Period, then East Fork will be subject to recapture as provided in **Article V**.

ARTICLE IV

INCENTIVE GRANTS

To induce East Fork to make the Direct Investment associated with the Project, to locate its expanded operations associated with the expanded employee base at its Facility, and to achieve the Jobs Minimum, the County commits to pay to East Fork a grant on the date specified below ("**Future Incentive Payment**"). This Incentive Grant shall be in the amount of Sixteen Thousand ($16,000) Dollars. **East Fork** may be eligible for an additional Five thousand Dollars should it meet additional hiring commitments. To meet these additional hiring commitments, **East Fork** must demonstrate its ability to hire from a disadvantaged population as defined in the Buncombe County Economic Development Policy (supporting documentation will be provided in the form of a certification letter). **East Fork** will receive a prorated incentive, $1,000 for each employee hired per the Buncombe County Economic Development Policy, which is not to exceed Five-Thousand dollars ($5,000).

Confirmation Date	Disbursement Date	Job Commitment	Investment Commitment	Buncombe County Incentive Grant Amount	Buncome County Hiring Grant
April 30, 2029	June 30, 2029	40	$2,500,000	$16,000	$5,000

East Fork must submit a Confirmation Letter by the Confirmation Date in order to be eligible for the incentive grants. The Confirmation Letter will include employment and investment filings the N.C. Employment Security Commission and Buncombe County Tax Department respectively. The County shall review those filings and, if confirmed, pay the Incentive Grant by June 30th, 2029.

Provided however, that if East Fork for any reason fails to file its Business Real and Personal Property Tax Listings in a timely manner then such Incentive Grants will not be made until these Listings are properly filed and accepted.

Further, in order to qualify for the Incentive Grant, East Fork must comply with all Federal, State and Local laws. Further if East Fork is in default on its obligation to pay property taxes to the County, the County will not be required to make any Incentive Grants to East Fork until East Fork pays the amount of such property taxes it owes the County, unless East Fork is in a bona fide dispute with a governmental taxing authority as to the value of some or all of its property. Nothing herein shall preclude County and the Buncombe County Tax Collector from seeking to recover any such unpaid property taxes in accordance with applicable laws.

ARTICLE V

REFUNDS

Should the levels of Direct Investment be withdrawn or be reduced for any business reason, other than depreciation, OR should East Fork fail to maintain the Jobs Minimum during the Jobs Retention Period then East Fork shall refund to the County all Incentive Grants the County has already paid East Fork within 60 days after receiving the County's invoice. In the event of such a refund, there shall be no additional costs, interest, fees or any additions whatsoever imposed on East Fork above and beyond the refund amount due.

ARTICLE VI

ABANDONMENT OF OPERATIONS

If an Abandonment of Operations occurs at any time prior to May 1, 2031, East Fork shall refund to the County all Incentive Grants the County has already paid East Fork within 60 days after receiving the County's invoice. In the event of such a refund, there shall be no additional costs, interest, fees or any additions whatsoever imposed on East Fork above and beyond the refund amount due.

ARTICLE VII

TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS

Notwithstanding anything herein to the contrary, if East Fork shall be prevented or delayed from fulfilling, or continuing to fulfill, either or both of the Performance Commitments as set forth in herein, by reason of a:

(e) government moratorium;

(f) delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by East Fork to obtain same;

(g) enemy or hostile governmental or terrorist action;

(h) act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;

(i) strike, lockout or a labor dispute involving entities other than East Fork which causes East Fork an inability to obtain labor or materials;

(j) delay in funding from any state or local government incentive to or for the benefit of East Fork, or;

(k) any other event, other than normal business exigencies, which is beyond the reasonable control of East Fork.

then the Performance Commitments and Incentive Grants for the year(s) in which such event occurred shall be equitably reduced to reflect the effect of such event.

The parties shall negotiate in good faith to make an equitable reduction in the Performance Commitments for any affected year(s). However, if the parties cannot in good faith reach an agreement as to such adjustment, all parties agree to submit this issue to mediation to be conducted in accordance with local rules of the General Court of Justice of Buncombe County, North Carolina.

ARTICLE VIII

ASSIGNMENT

East Fork will have the right to assign this Agreement, and any rights, privileges, or claims under this Agreement, to any future purchaser or lessee of the Facility without the consent of the County. If the assignee agrees in writing to assume East Fork's obligations under this Agreement, then East Fork will be relieved of its obligations under this Agreement. East Fork will give the County written notice of any such assignment and assumption.

East Fork may, without the consent of the County, pledge, mortgage, grant a security interest in, and collaterally assign this Agreement, and any rights, privileges or claims under this Agreement, to any person or entity, including a collateral agent acting on behalf of lenders providing financing for the Facility (collectively, "**Financing Parties**"). The County will cooperate with East Fork, its affiliates, any assignee of this Agreement, and any Financing Parties from time to time, including by entering into a consent to assignment or other agreements in connection with any collateral assignment on such terms as may be customary under the circumstances and shall be reasonably required by such Financing Parties.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

East Fork represents and warrants to the County that as of the Effective Date: (i) it is a limited liability company duly organized and existing under the laws of the State of North Carolina; (ii) it has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement; (iii) this Agreement (A) is the legal, valid and binding agreement of East Fork, enforceable against East Fork in accordance with its terms, (B) does not violate any order of any court or other agency of government binding on East Fork or the charter documents of East Fork, and (C) does not conflict with, result in a breach of, or constitute an event of default under any material indenture, agreement or other instrument to which East Fork is a party; and (iv) East Fork has not received written notice of any action or proceeding that challenges the validity of this Agreement or East Fork's right and power to enter into and perform this Agreement.

The County represents and warrants to East Fork that: (i) the County is a political subdivision and body politic of the State of North Carolina with power and authority to enter into and perform this Agreement; (ii) the County has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (iii) this Agreement is a legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms; and (iv) the County has not received written notice of any action or proceeding that challenges the validity of this Agreement or the County's right and power to enter into and perform this Agreement.

ARTICLE X

CONTINUING CONTRACT

The parties hereto understand that this Agreement is and shall be construed as a continuing contract pursuant to N.C.G.S. §153A-13.

ARTICLE XI

MISCELLANEOUS

Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina as follows:

Mediation

- Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter.
- The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

Legal Proceedings

- Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of East Fork and the County listed below, or those other addresses of which either party gives the other party written notice:

If to East Fork Pottery LLC, to:

East Fork Pottery LLC
531 Short McDowell,
Asheville, NC 28801

If to the County, to:

Timothy T. Love
Assistant County Manager
200 College Street, Suite 300
Asheville, NC 28801

With copy to:

Curt Euler
Buncombe County
Senior Staff Attorney
200 College Street, Suite 400
Asheville, NC 28801

Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or East Fork shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Confidentiality. The County will keep confidential and will not disclose or publish any of East Fork's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records East Fork or its representatives have provided or provide in the future

relating to this Agreement or the project described in this Agreement, the County will give East Fork prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with East Fork (and, to the extent possible, give East Fork the opportunity to contest any disclosure of information or records East Fork believes should not be disclosed) before making any such disclosure.

Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

ARTICLE XII

CONFIRMATION LETTER AND DOCUMENTATION

East Fork agrees to submit a Confirmation Letter with Supporting Documentation when requesting disbursement of incentive grants, or when certifying that performance commitments have been maintained. A sample confirmation letter is provided below. Acceptable forms of documentation are filings by East Fork with the N.C. Employment Security Commission as to unemployment compensation taxes, and filings by East Fork with the Buncombe County Tax Department as to business personal property listings. The below confirmation letter and associated language are for illustrative purposes and do not reflect any agreement between East Fork and County.

Sample Confirmation Letter

To Whom It May Concern,

This statement made as of the _____ day of _____, 20## by _____ ("Company") is intended to certify that Company has [achieved / not achieved, maintained / not maintained] the investment, job creation, and average wage goals identified in the Economic Development Agreement (EDA) with Buncombe County. If any of the goals are not met, the exceptions are documented in this letter. Where all goals have been achieved, this letter serves as Company's request for disbursement based on the grant incentive schedule defined in the EDA.

Company recognizes that incentive grants can only be awarded if Company certifies that all goals have been met and provides adequate supporting documentation for these targets. Company further realizes that all supporting documentation is subject to review by County staff. Company acknowledges that the definition and requirements for adequate supporting documentation are documented in the EDA.

Below is a summary of EDA goals and actual performance.

Type	**Goal (for Year Requesting Disbursement)**	**Actual Performance (for Year Requesting Disbursement)**	**Goal Status (Achieved, Not Achieved)**
Investment	$5,000,000.00	$5,123,987.00	Achieved
Jobs (Full-Time)	47	47	Achieved
Average Wage	$25.97	$32.23	Achieved
Hiring Grant	5 employees hired from a disadvantaged population	5 employees hired. 2 through Inclusive Hiring Partners and 3 from More Than a Job NC.	Achieved
Health Insurance (Full-Time Employees)	50% cost covered	60% cost covered	Achieved
Employee Benefits (ex: childcare, transportation, etc.)	Documentation of benefits in addition to health insurance	Childcare costs subsidy, 401K matching at 5%, and employee cafeteria with subsidized meals	Achieved

Enclosed please find supporting documentation for the data provided above.

BY: _____
[Chief Executive Officer/Chief Financial Officer/President]

ATTEST:

_____
NAME, East Fork

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that s/he is the TITLE of East Fork a North Carolina for profit corporation, and that as TITLE, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the corporation, as its act and deed.

Witness my hand and official stamp or seal, this the ____ day of _____, ____.

_____
Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the Grantor executes the foregoing instrument in the ordinary course of its business by the signature(s) below of its duly authorized representative(s) and as the act of such entity.

East Fork

By: _____
NAME / TITLE

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged his due execution of the foregoing instrument as a Member/Manager of East Fork, a North Carolina limited liability company, on behalf of said limited liability company, by authority duly vested.

Witness my hand and official stamp or seal, this the ____ day of _____, ____.

_____
My commission expires: NOTARY PUBLIC

Sample Supporting Investment Documentation
Example investment documentation with redacted information.

BUNCOMBE COUNTY TAX ASSESSOR
LISTING DIVISION
94 COXE AVENUE
ASHEVILLE, NC 28801
(828) 250-4930
www.buncombecounty.org

Return by
JANUARY 31, 2018
to avoid a 10% penalty

BUSINESS LISTING FORM

Ext ✓

2018

ABSTRACT NUMBER	OWNER ID	LOCATION	DISTRICT CODES
			BUN, CAS

5732747-6035-1 3 6 6035 2 MB 0.423 37

Bus. Begin Date: 01/01/1957 Bus. Yr End:

Type of Bus: MANUFACTURING

Sole Prop: ( ) Partnership: ( ) Corp: ( ) LLP: ( ) LLC: ( )

Person to contact for additional information

Phone: FAX#

E-Mail:

OTHER NC COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

Please make any corrections to name, address and location that are needed

SCHEDULE A — PERSONAL PROPERTY - SEE INSTRUCTIONS

ACQUIRED — MACHINERY & EQUIPMENT

YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
2010				
2009				
2008				
2007				
2006				
2005				
2004				
2003				
2002				
PRIOR				
TOTAL				

ACQUIRED — FURNITURE & FIXTURES

YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
PRIOR				
TOTAL				

ACQUIRED — COMPUTER EQUIPMENT

YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
PRIOR				
TOTAL				

ACQUIRED — EXPENSED ITEMS

CAPITALIZATION THRESHOLD: _____

YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
PRIOR				
TOTAL				

ACQUIRED — IMPROVEMENTS TO LEASED PROPERTY

YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
2010				
2009				
2008				
2007				
2006				
2005				
2004				
PRIOR				
TOTAL				

ACQUIRED — OTHER

YEAR	PRIOR YR.	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
2010				
2009				
2008				
2007				
PRIOR				
TOTAL				

CONSTRUCTION IN PROGRESS (PLEASE ATTACH A DETAILED LIST)

Report 100% of cost of all personal property carried in a CIP account as of January 1, 2018 $_____

SUPPLIES ON HAND JANUARY 1, 2018

Beauty & Barber, restaurant, hotel & motel items medical, dental & professional, office, maintenance & janitorial, equipment spare parts & tools and fuel of all kinds etc.

Prior Year Supplies: _____ Jan. 1 2018 Supplies: _____

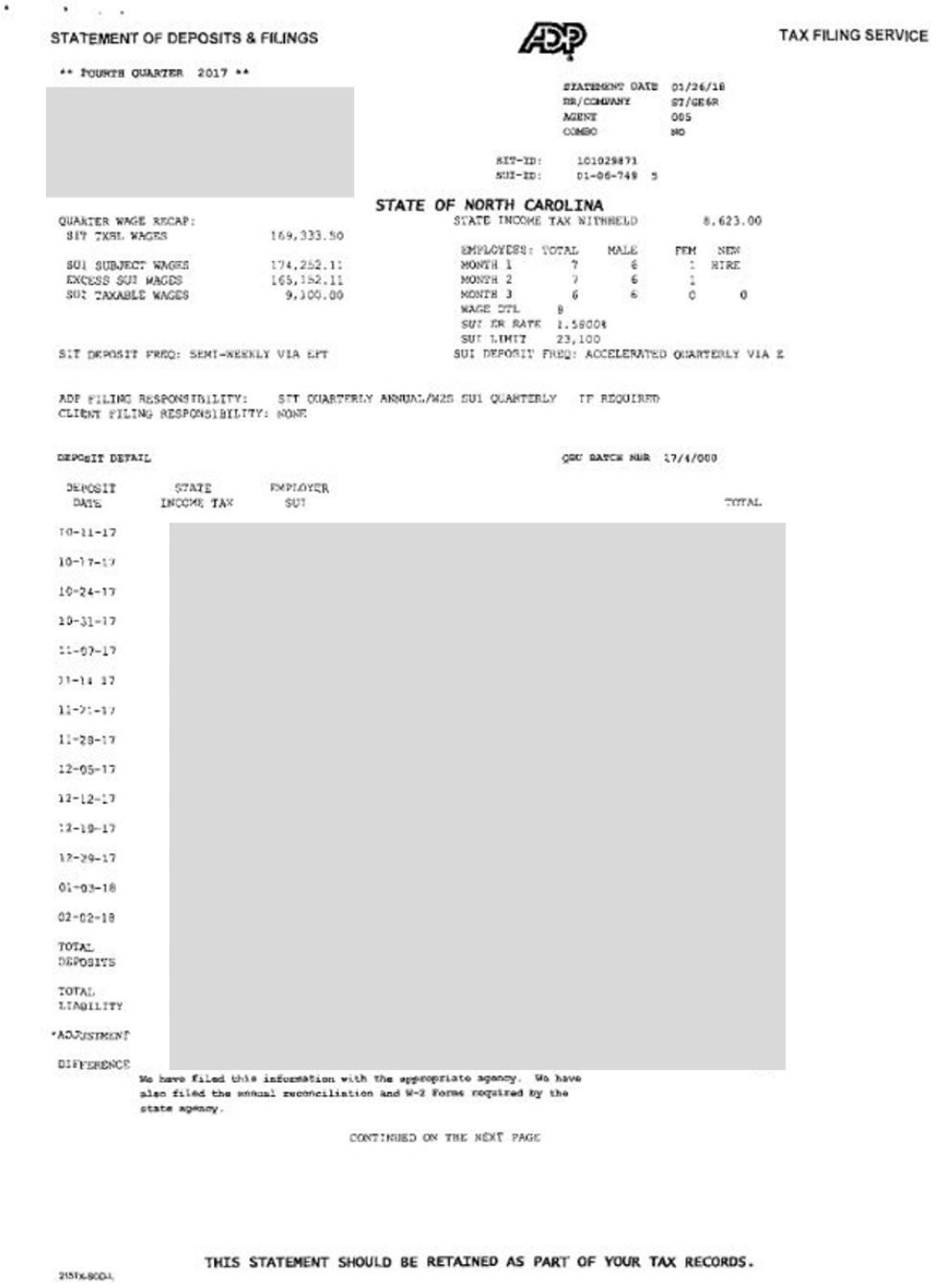
SCHEDULE B

OTHER EQUIPMENT OWNED AS OF JANUARY 1 BOATS & BOAT MOTORS, AIRCRAFT, MANUFACTURED HOMES (EQUIPMENT ADDED AFTER ORIGINAL PURCHASE SHOULD BE LISTED SEPARATELY) ATTACH ADDITIONAL SCHEDULE IF NECESSARY.

Property Type	Description: (Make/model/serial #, size, cost, registration #, location, year acquired)	Tax office use

Sample Supporting Job and Wage Documentation for Confirmation Letter

Example job documentation with redacted information. Submitted documentation should redact personal information (e.g., social security numbers), but provide level of detail necessary to calculate number of full-time jobs employed during the period and average wage of full-time jobs in the period.



STATEMENT OF DEPOSITS & FILINGS

TAX FILING SERVICE

** FOURTH QUARTER 2017 **

[redacted]

STATEMENT DATE 01/26/18
BR/COMPANY ST/GE6R
AGENT 005
COMBO NO

SIT-ID: 101029871
SUI-ID: 01-06-749 5

STATE OF NORTH CAROLINA

QUARTER WAGE RECAP:

SIT TAXBL WAGES	169,333.50
SUI SUBJECT WAGES	174,252.11
EXCESS SUI WAGES	165,152.11
SUI TAXABLE WAGES	9,100.00

STATE INCOME TAX WITHHELD 8,623.00

EMPLOYERS:	TOTAL	MALE	FEM	NEW HIRE
MONTH 1	7	6	1	
MONTH 2	7	6	1	
MONTH 3	6	6	0	0

WAGE DTL 8
SUI ER RATE 1.5800%
SUI LIMIT 23,100

SIT DEPOSIT FREQ: SEMI-WEEKLY VIA EFT

SUI DEPOSIT FREQ: ACCELERATED QUARTERLY VIA E

ADP FILING RESPONSIBILITY: SIT QUARTERLY ANNUAL/W2S SUI QUARTERLY IF REQUIRED
CLIENT FILING RESPONSIBILITY: NONE

DEPOSIT DETAIL

QBC BATCH NBR 17/4/000

DEPOSIT DATE	STATE INCOME TAX	EMPLOYER SUI	TOTAL
10-11-17			
10-17-17			
10-24-17			
10-31-17			
11-07-17			
11-14-17			
11-21-17			
11-28-17			
12-05-17			
12-12-17			
12-19-17			
12-29-17			
01-03-18			
02-02-18			
TOTAL DEPOSITS			
TOTAL LIABILITY			
*ADJUSTMENT			
DIFFERENCE			

We have filed this information with the appropriate agency. We have also filed the annual reconciliation and W-2 Forms required by the state agency.

CONTINUED ON THE NEXT PAGE

THIS STATEMENT SHOULD BE RETAINED AS PART OF YOUR TAX RECORDS.

215TX-SCD1

[Signature Page Follows]

SIGNATURE PAGE 1 OF 2 TO INCENTIVE AGREEMENT BETWEEN
East Fork Pottery LLC, and BUNCOMBE COUNTY

IN WITNESS WHEREOF, the parties have caused this Incentive Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]

East Fork Pottery, LLC

ATTEST:

By:_____
Printed Name:
Title:

By:_____
Printed Name:_____
Title:_____

[SEAL]

East Fork Pottery, LLC

ATTEST:

By:_____
Printed Name:
Title:

By:_____
Printed Name:_____
Title:_____

SIGNATURE PAGE 2 OF 2 TO INCENTIVE AGREEMENT BETWEEN
East Fork Pottery, LLC, and BUNCOMBE COUNTY

[SEAL]

BUNCOMBE COUNTY

ATTEST:

By:_____
Printed Name:_____
Title:_____

_____
Sarah Gross, Clerk to the Board

This instrument has been preaudited
in the manner required by The Local
Government Budget and Fiscal Control Act

_____
Name: Melissa Moore
Finance Officer
Buncombe County, North Carolina

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

PUBLIC HEARINGS

Department: Strategic Partnerships **Presenter(s):** Rachael Sawyer, Strategic Partnerships Director

Contact: Rachael Sawyer, Strategic Partnerships Director

Subject: CDBG-NR Public Hearing

Brief Summary:

Buncombe County received CDBG-NR 21-C-4009 grant funding of $400,000 in December 2022 to support home repair for low-and-moderate income homeowners. 2023 & 2024 were spent launching the home repair program by identifying and contracting a subrecipient, establishing procedures, and selecting homes for repair. The program paused in Fall 2024 due to Tropical Storm Helene. CDBG-NR is no longer a priority for home repair partners given disaster recovery needs and funding sources. No funds have been spent. Rather than cancelling the award, NC Department of Commerce (NCDOC) has offered Buncombe County the opportunity to modify both the Scope of Work to a different eligible activity and the Award Amount if more than $400,000 is needed.

Buncombe County has identified sidewalks in Swannanoa as a proposed alternate activity, eligible for CDBG-NR under Infrastructure and Public Improvements, to serve low- and moderate-income households and strengthen overall neighborhood connectivity by providing safe, continuous pedestrian access between residences, community destinations, and essential services.

Buncombe County will work with North Carolina Department of Transportation (NCDOT) on the construction of new sidewalks in the downtown Swannanoa/Beacon Village commercial area, in support of Buncombe County's Helene Recovery Plan, Comprehensive Land Use Plan, and Swannanoa Small Area and Resilience Plan (in progress). Buncombe County has secured other funding for design and construction costs and proposes to utilize CDBG-NR for costs associated with preliminary engineering and right-of-way assessment and acquisition, eliminating the funding gap for the project. Buncombe County proposes a CDBG-NR modification from $400,000 to $719,400 with 90% for Infrastructure and Public Improvements and 10% for General

Administration

A public hearing is necessary to receive input on the grant modification prior to submission to the NCDOC.

Recommended Motion & Requested Action:

Hold a public hearing to Solicit Public Input for CDBG-NR 21-C-4009 Funding Proposed Amendment

Approve Resolution Authorizing Submission of Grant Modification Documents for CDBG-NR 21-C-4009 Funding

Attachments:

1. Presentation
2. CDBG-NR Resolution

CDBG-NR

Community Development Block Grant – Neighborhood Revitalization

Rachael Sawyer

October 6, 2026

Requests for Board Action

- Hold a public hearing to Solicit Public Input for CDBG-NR 21-C-4009 Funding Proposed Amendment

- Approve Resolution Authorizing Submission of Grant Modification Documents for CDBG-NR 21-C-4009 Funding

BACKGROUND

- Buncombe County received CDBG-NR 21-C-4009 grant funding of **$400,000 in December 2022 to support home repair** for low-and-moderate income homeowners.
- 2023 & 2024 were spent launching the home repair program by identifying and contracting a subrecipient, establishing procedures, and selecting homes for repair.
- The program paused in Fall 2024 due to Tropical Storm Helene.
- CDBG-NR is no longer a priority for home repair partners given disaster recovery needs & funding sources. **No funds have been spent on the award.**

GRANT MODIFICATION

Rather than cancelling the award, REDD offered Buncombe County the opportunity to modify **both:**

- the **Scope of Work** to a different eligible activity, and
- the **Award Amount** if more than $400,000 is needed.

Staff has reviewed the CDBG-NR guidelines, ensuring alignment with Buncombe County-adopted plans, and propose a modification to support the Swannanoa Sidewalks project.

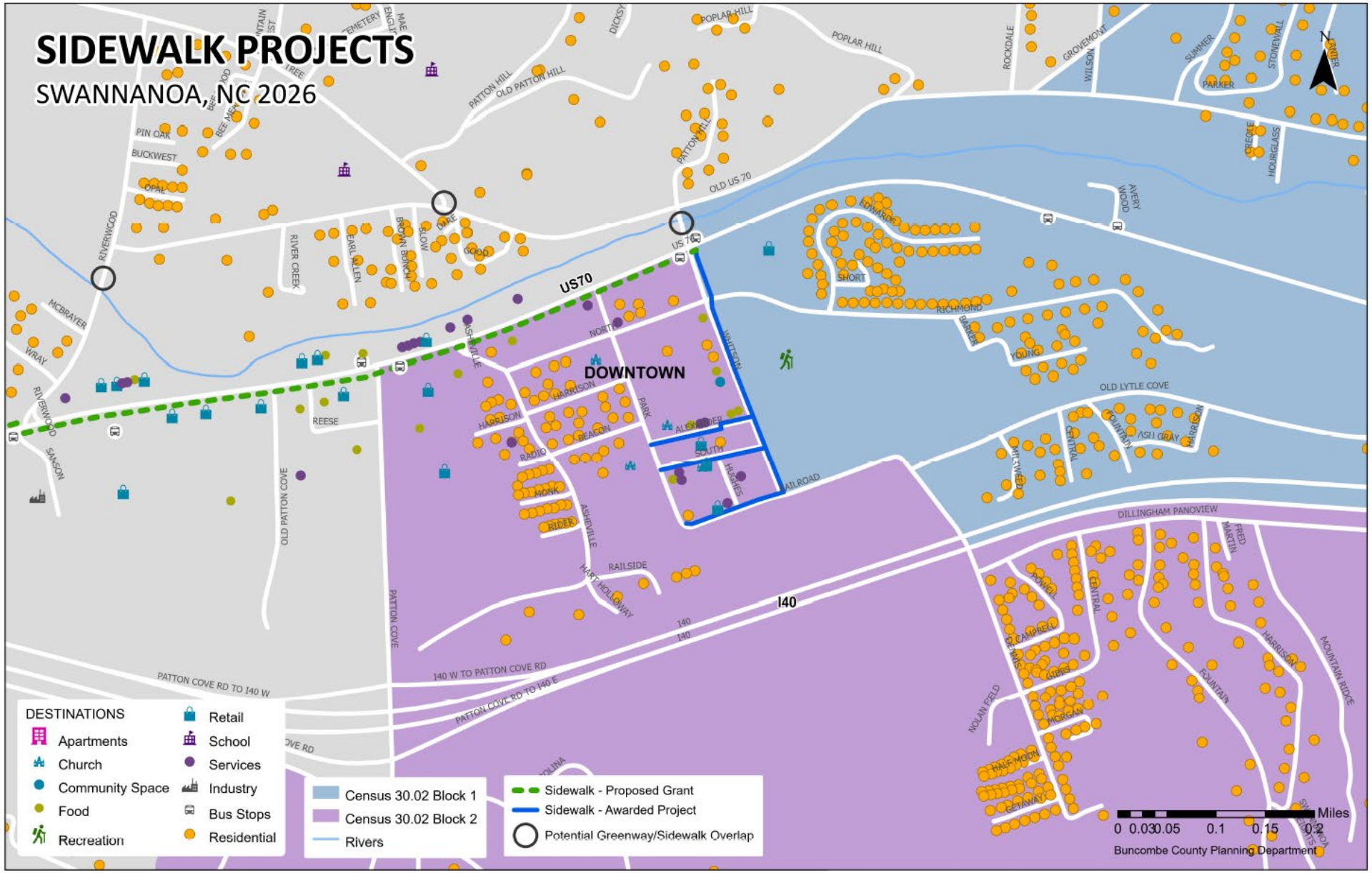
OVERVIEW

- Funding from U.S. Department of Housing and Urban Development (HUD) via N.C. Department of Commerce, NC Department of Commerce (NCDOC), Rural Economic Development Division (REDD)
- Projects must meet CDBG National Objectives & at least 1 Livability Principle:

Promote equitable, affordable housing. Expand location and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities to increase mobility and lower the combined cost of housing and transportation.	**Support existing communities.** Target federal funding toward existing communities - through strategies like transit-oriented, mixed-use development, and land recycling - to increase community revitalization and the efficiency of public works investments and safeguard rural landscapes.	**Value communities and neighborhoods.** Enhance the unique characteristics of all communities by investing in health, safe, and walkable neighborhoods - rural, urban, or suburban.

SWANNANOA SIDEWALKS

- **Partnering with NCDOT** who will lead design, engineering, right-of-way acquisition, and construction.
- CDBG-NR funding is proposed to cover **funding gaps** needed to support NC Small Business Infrastructure (SmBiz) sidewalk construction funding:
  - $979,069 for Whitson Avenue; and
  - $786,291 for Railroad Street, Alexander Place & South Avenue.
- **Proposed CDBG-NR grant of $719,400**:
  - 90% for Infrastructure and Public Improvements; and
  - 10% for General Administration.


SIDEWALK PROJECTS
SWANNANOA, NC 2026
DOWNTOWN
US70
I40
DESTINATIONS
Apartments
Church
Community Space
Food
Recreation
Retail
School
Services
Industry
Bus Stops
Residential
Census 30.02 Block 1
Census 30.02 Block 2
Rivers
Sidewalk - Proposed Grant
Sidewalk - Awarded Project
Potential Greenway/Sidewalk Overlap
Miles
0 0.03 0.05 0.1 0.15 0.2
Buncombe County Planning Department

PROJECT ELIGIBILITY

HUD National Objectives	CDBG-NR Livability Principles	Buncombe County Plan Alignment
Low-to-moderate income (LMI): Area-wide benefits by serving Census Tract 3002, Block Groups 2, 3 & 4 which are at least 51% LMI.	**Support Existing Communities**: Infrastructure such as **sidewalks** that support existing housing are an eligible community activity. Swannanoa includes existing naturally occurring affordable housing (NOAH) and multiple affordable housing communities such as East Haven and Jasper Apartments.	• **Comprehensive Land Use Plan** (Growth & Development) • **Strategic Plan** (Growth & Development) • **Helene Recovery Plan** (Commercial District Revitalization) • **DRAFT Swannanoa Small** Area Plan (Connectivity) • **DRAFT Pedestrian Plan** (Priority Projects)

Requests for Board Action

- Hold a public hearing to Solicit Public Input for CDBG-NR 21-C-4009 Funding Proposed Amendment

- Approve Resolution Authorizing Submission of Grant Modification Documents for CDBG-NR 21-C-4009 Funding

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SUBMISSION OF GRANT MODIFICATION DOCUMENTS FOR THE NORTH CAROLINA COMMUNITY DEVELOPMENT BLOCK GRANT – NEIGHBHORHOOD REVITALIZATION PROGRAM

Whereas, in January 2023, the North Carolina Department of Commerce (NCDOC) Rural Economic Development Division (REDD) issued a $400,000 Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) award (21-C-4009) in response to Buncombe County's funding application to support home repair for low- and moderate-income homeowners;

Whereas, Buncombe County worked to launch grant-compliant home repair program, but progress was halted on or about September 27-28, 2024, when Tropical Storm Helene ("storm") devastated portions of Buncombe County and the incorporated municipalities;

Whereas, CDBG-NR is no longer a priority for home repair partners given disaster recovery needs and related funding sources, and no funds have been spent on the award;

Whereas, NCDOC REDD has invited Buncombe County to propose alternate activities in keeping with the CDBG-NR eligibility criteria, including benefit to low- and moderate-income residents, and to request additional funds as needed;

Whereas, Buncombe County has identified sidewalks in Swannanoa as a proposed alternate activity, eligible for CDBG-NR under Infrastructure and Public Improvements, to serve low- and moderate-income households and strengthen overall neighborhood connectivity by providing safe, continuous pedestrian access between residences, community destinations, and essential services;

Whereas, Buncombe County will work with North Carolina Department of Transportation (NCDOT) on the construction of new sidewalks in the downtown Swannanoa/Beacon Village commercial area, in support of Buncombe County's Helene Recovery Plan, Comprehensive Land Use Plan, and Swannanoa Small Area and Resilience Plan (in progress);

Whereas, Buncombe County has secured other funding for design and construction costs and proposes to utilize CDBG-NR for costs associated with preliminary engineering and right-of-way assessment and acquisition, eliminating the funding gap for the project;

Whereas, Buncombe County proposes a CDBG-NR modification from $400,000 to $719,400 with 90% for Infrastructure and Public Improvements and 10% for General Administration;

Whereas, the Buncombe County Board of Commissioners conducted a properly noticed public hearing on October 6, 2026, to receive public input on the grant modification prior to submission to the NCDOC;

Whereas, pursuant to N.C. Gen. Stat. § 160D-1311, counties may engage in, accept federal and state grants, and appropriate fund for community development programs and activities, including programs concerned with the economic development needs of persons of low- and moderate-income; and

Whereas, the Board of Commissioners finds that submission of the proposed grant modification is in the best interest of Buncombe County and its residents, supports the County's ongoing disaster recovery and economic revitalization efforts and neighborhood/community revitalization for the Swannanoa are, and will improve the business prospects of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS:

1. The Board hereby authorizes the submission of grant modification documents to the North Carolina Department of Commerce (NCDOC) Rural Economic Development Division (REDD) for the Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) award 21-C-4009 to change the activity to Infrastructure and Public Improvements and increase the budget to $719,400.

2. The County Manager, or her designee, is authorized to execute and submit all applications, certifications, assurances, forms, and other documents necessary to complete the application process on behalf of Buncombe County.

3. County staff are authorized to make such technical, administrative, budgetary, mapping, or narrative revisions to the applications as may be necessary or requested by the North Carolina Department of Commerce (NCDOC) prior to or during the application review process, provided such revisions do not materially alter the intent or scope of the projects authorized by this Resolution.

4. If the grant modification is approved, acceptance of any grant award and execution of any grant agreement, contract, or other legally binding funding documents shall be subject to subsequent approval by the Buncombe County Board of Commissioners in accordance with applicable law and County policy.

5. This Resolution shall become effective upon its adoption.

This 6th day of October, 2026.

ATTEST

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

_____
Sarah Gross, Clerk

_____
By Amanda Edwards, Chair

APPROVED AS TO FORM

_____
Curt Euler, County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

NEW BUSINESS

Department: County Manager

Presenter(s): Josh Hallingse, Intergovernmental Relations Director

Contact: Elizabeth Odderstol, Economic Development Program Analyst

Subject: Economic Development Update and Building Reuse Grant Local Authorization

Brief Summary:

In spring 2026, Appalachian Mountain Health (AMH) purchased and began planning to renovate a 8,740 square-foot facility to establish a comprehensive Federally Qualified Health Center (FQHC) serving the Black Mountain and Swannanoa communities of Buncombe County. This facility will address a gap in healthcare services that was closed when a medical practice in the same building closed in October 2025. In order to support the renovation of this facility, the restoration of healthcare services to this community, and the creation of full-time jobs at this facility, AMH and Buncombe County partnered to pursue a Building Reuse grant from N.C. Commerce. The Building Reuse grant program includes funding to support the renovation of healthcare facilities. This program requires a local government sponsor in order to participate, and Buncombe County is serving in this role.

With the County's support, this project was awarded a $480,000 grant from the Building Reuse program. The Building Reuse Grant Program requires a non-State, non-Federal 5% match ($24,000). Appalachian Mountain Health has secured this match with a letter of commitment from Dogwood Health Trust. This project will be at no cost to Buncombe County.

Recommended Motion & Requested Action:

Authorize the County Manager to coordinate with Appalachian Mountain Health and participate in the NC Commerce Building Reuse Grant Program.

Attachments:

1. Presentation
2. Building Reuse Grant Resolution_AMH

Appalachian Mountain Health

Building Reuse Grant and Public Notices for Economic Development Agreement

Buncombe County Board of Commissioners

Regular Meeting October 6th, 2026

Background

- Appalachian Mountain Health (AMH) is a Federally Qualified Health Center (FQHC) that provides affordable healthcare services in Buncombe County
- AMH purchased and is renovating a medical facility in East Buncombe County
- Awarded a **$480,000 Building Reuse Grant** from NC Commerce for job creation and building investment activities
  - Building Reuse Grant requires Board authorization to proceed
  - Require 5% match provided by local philanthropic organization
    - Project will be at no cost to the County
- **Building Reuse Project:**
  - **Eligible Construction Costs:** $2.5M
  - **Jobs:** 48
  - **Wages:** $39.81/hour average

Appalachian Mountain Health
Black Mountain Project

- Federally Qualified Health Center (FQHC) founded in 2015 that currently serves patients across Buncombe, Cherokee, Graham, and Jackson counties
- The Black Mountain FQHC Expansion and Renovation project will establish a comprehensive primary care, dental, and behavioral health facility
  - Will serve approximately 16,000 – 18,000 residents in the Black Mountain-Swannanoa service corridor
- Addresses a critical healthcare access gap that resulted from the closure of a medical practice in this area in October 2025
- Anticipated outcomes:
  - Improve health outcomes
  - Reduce reliance on emergency services
  - Strengthen the Black Mountain-Swannanoa area's healthcare infrastructure

Building Reuse Grant Program Overview

- The Building Reuse Program is administered by the Rural Economic Development Division of the North Carolina Department of Commerce.
- **Purpose:**
  - Renovate vacant buildings,
  - Renovate or expand existing facilities, and
  - ***Renovate, expand or construct health care entities that will create new, full time jobs.***
- **Investment:** State will fund no more than 50% of the total direct investment project.
- **State Incentive:**
  - Driven by number of new jobs created.
  - Must meet job creation commitments within 18 months and maintain the jobs for 6 months after creation.
  - Requires a local government match and local responsibility in the event of “clawback”.
    - Match provided by Dogwood Health Trust for this grant opportunity

Appalachian Mountain Health Building Reuse Grant Award

- As part of their $14 million total investment, AMH will **invest $2.5 million in renovations** to their new Black Mountain-Swannanoa facility
- To make these investments and hire 38 full-time positions, the Rural Economic Development Division of NC Commerce has awarded this project a **$480,000 Building Reuse grant**
- Partnership between Buncombe County, Appalachian Mountain Health and N.C. Commerce
- Buncombe County is the applicant and require direct recipient
  - Pass through of funds will be structured with an Economic Development Agreement with AMH
- Requires a **5% match ($24,000)** to enable this investment
  - Match will be provided by Dogwood Health Trust
  - This project will be at no cost to the County

Request and Next Steps

Request for Board Action

- Authorize the County Manager to coordinate with Appalachian Mountain Health and participate in the NC Commerce Building Reuse Grant Program.

Next Steps

- **Publish Notice of Public Hearing**
- **Public Hearing:** October 20th, 2026
  - Formal vote on economic development agreement and budget amendment to accept Building Reuse Grant Award

RESOLUTION # _____

Resolution Authorizing the County Manager to cooperate with Appalachian Mountain Health and Participate in the NC Department of Commerce Building Reuse Grant Program.

Whereas, Appalachian Mountain Health is a North Carolina Federally Qualified Health Center (FQHC), (hereinafter sometimes referred to as "Appalachian Mountain Health") is an affordable healthcare services provider that is located in Buncombe County; and,

Whereas, Appalachian Mountain Health currently employs 240 people and offers employee benefits, including coverage of at least 50% of health insurance costs; and,

Whereas, Appalachian Mountain Health is planning to implement renovations and improvements to an existing facility located in Black Mountain, NC as an integral piece of its plan to investment over $14 million and create 48 new full-time project related jobs that pay an average wage of $38.91; and,

Whereas, Appalachian Mountain Health has been negotiating with the N.C. Department of commerce, Rural Infrastructure Authority for a Building Reuse Grant in the amount of $480,000 for general purposes related to the renovation of the healthcare Facility and the creation and retention of jobs in the course of completing the renovations and construction; and,

Whereas, the Building Reuse Grant Program requires a local government host to apply for such a grant and act as guarantor for completion of projects and distribution of grant funds; and,

Whereas, the Building Reuse Grant Program requires a non-State, non-Federal 5% ($24,000) match in order to receive funding, and Appalachian Mountain Health has secured a letter of commitment for this match funding from Dogwood Health Trust; and,

Whereas, upon development of an Economic Development Agreement with Appalachian Mountain Health and notification of award from the Rural Infrastructure Authority of a Building Reuse grant, pursuant to North Carolina General Statute §158-7.1.c, Buncombe County will hold the required Public Hearing to accept the grant award and expend the funding for economic development purposes; and,

Whereas, Appalachian Mountain Health has requested the assistance of Buncombe County to obtain this funding; and,

Whereas, this Board is of the opinion that it is in the best interests of the citizens and residents of Buncombe County to facilitate this Building Reuse Grant for the Project.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. The Chair and County Manager, or either of them, are hereby authorized, empowered and directed to execute an application to the N.C. Department of Commerce, Rural Infrastructure Authority for a Building Reuse Grant in the amount of $480,000 for Appalachian Mountain Health as describe above.
2. The Chair and County Manager, or either of them, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deems necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that non of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.
3. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
4. This Resolution is effective upon its adoption.

This the ____ day of October, 2026.

ATTEST

_____

Sarah Gross, Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE

By: _____

Amanda Edwards, Chair

APPROVED AS TO FORM

_____

County Attorney

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

NEW BUSINESS

Department: Planning - Community Development Division

Presenter(s): Jonathon Jones, Lead Community Development Analyst

Contact: Jonathon Jones, Lead Community Development Analyst
Matthew Cable, Community Development Division Manager

Subject: Approval of Revisions to the Affordable Housing Services Program Guidelines

Brief Summary:

Buncombe County created the Affordable Housing Services Program (AHSP) to ensure comprehensive opportunities for affordable and safe housing as a foundation for healthy and thriving families and neighborhoods. The AHSP's Description, Requirements and Guidelines are amended, reviewed, and approved by the Board of Commissioners. At its regularly scheduled meeting on September 1, 2026, the Affordable Housing Subcommittee recommended the Board of Commissioners adopt revised AHSP Guidelines to modify funding requirements and provide administrative clarifications for potential applicants.

Recommended Motion & Requested Action:

Motion to approve revisions to Buncombe County's Affordable Housing Services Program (AHSP).

Attachments:

1. Presentation
2. AHSP_Program_Guidelines_Draft_Revisions

AFFORDABLE HOUSING SERVICES PROGRAM (AHSP) REVISIONS

Jonathon Jones

Planning Department Community Development Division

REVISION PROCESS TO DATE

Community Development Staff

- Reviewed FY 2026 process for issues and improvements
- Reviewed programs from other communities
- Consulted subject matter experts
- Engaged developers and funded agencies
- Developed potential slate of revisions

Affordable Housing Subcommittee (AHS) Revisions Review

- August 4, 2026
- September 1, 2026

AHS Recommendation to Board of Commissioners: September 1, 2026

PURPOSES OF REVISIONS

- Clarify grant and loan language
- Align standards across programs
- Expand rental assistance program to include mortgage assistance
- Eliminate historically unfunded new start activities
- Ensure financially sound loan applications
- Standardize loan position
- Accelerate loan repayment to support affordable housing reinvestment

SUMMARY OF REVISIONS

Loan & Grant Programs

- Loan & Grant Payment Documentation Requirements

Grant Programs

- Tenant Based Rental Assistance Grant Program
- Establish Maximum Administrative Costs for Grant Programs
- Combine New Start & Administrative Grant Programs

Construction Loan Program

- Project Scope Requirements
- For-Sale Loan Maximum
- Underwriting Standards (1-3)
- Standard, Optional & Special Loan Terms
- Special Cashflow Payment Terms

LOAN & GRANT PROGRAMS

LOAN AND GRANT PAYMENT DOCUMENTATION REQUIREMENTS

Subcommittee Recommendation:

- Documentation includes invoices or receipts, proof of payment, relevant time sheets, lien waivers and certifications of work completed.

Purpose:

- Clarify payment requirements for funding agreements.

GRANT PROGRAMS

TENANT BASED RENTAL ASSISTANCE GRANT PROGRAM

Subcommittee Recommendation:

- Uses: Rent and mortgage payments including arrears, security and utility deposits, and moving expenses.

Purpose:

- Broaden eligible uses to help prevent eviction and foreclosure.

Subcommittee Recommendation:

Eliminate $1,500 threshold and maintain existing single program maximum assistance amount ($2,500).

Purpose:

- Eliminate tiered thresholds to align with household need.

ESTABLISH MAXIMUM ADMINISTRATIVE COSTS FOR GRANT PROGRAMS

Subcommittee Recommendation:

- Administrative, program management, overhead and indirect costs may not exceed 10% of awarded funds and individual reimbursements.

Purpose:

- Set administrative cost expectations.

COMBINE NEW START & ADMINISTRATIVE GRANT PROGRAMS

Subcommittee Recommendation:

- Combine New Start and Administrative Programs

Purpose:

- Reduce time applicants invest in unfunded requests as no New Start or Administrative requests have been funded since 2022.
- Fund new or innovative activities through the Administrative Program.

CONSTRUCTION LOAN PROGRAM

PROJECT SCOPE REQUIREMENTS

Subcommittee Recommendation:

- Project Scope: Loan agreements will reflect the total number of units, unit mix and household income targeting proposed at the time of application, recommended by the Affordable Housing Subcommittee and approved by the Board of Commissioners.

Purpose:

- Ensure unit development aligns with funding commitments.

FOR-SALE LOAN MAXIMUM

Subcommittee Recommendation:

- Maximum Loan Amount: Applicants may request 10% of the total sales price to the homebuyer

Purpose:

- Account for development costs which may include donated land, labor and materials or other funding sources.
- Ensure assistance is consistent across funded projects.

UNDERWRITING STANDARD #1

Subcommittee Recommendation:

- Applicants must identify funding sources sufficient for a complete capital stack. Multiple financial scenarios will not be considered. Written commitments must be secured for all sources before an AHSP loan agreement can be executed.

Purpose:

- Recognize incomplete funding plans represent high risk projects.
- Clarify funding commitment documentation expectations.
- Minimize inconsistent negotiations with applicants arising from multiple funding scenarios.

UNDERWRITING STANDARD #2

Subcommittee Recommendation:

- Applicants must provide pro formas demonstrating a minimum Debt Service Coverage Ratio (DSCR) of 1.0 : 1.15 during the permanent loan term with a 7% vacancy rate, revenues increasing at 2% and expenses increasing at 3% per year.

Purpose:

- Establish industry standard underwriting standards.

UNDERWRITING STANDARD #3

Subcommittee Recommendation:

- Applicants must defer a minimum of 10% of the proposed developer fee. All developer fees must be paid prior to year 15. Any reduction of deferred fees at contracting will result in a dollar-for-dollar reduction of funds awarded.

Purpose:

- Ensure developer fees are leveraged to reduce funding gaps.
- Clarify developer fee payment standard that aligns with LIHTC program.
- Maintain funding consistency between applications and awards.

STANDARD, OPTIONAL & SPECIAL TERMS

Subcommittee Recommendation:

- Standard Terms: Fully amortizing with annual principal and interest payment
- Optional Terms: Annual interest only payments with principal balloon
- Special Terms: Annual payment from cashflow with principal and interest balloon

Purpose:

- Clarify payment structure for AHSP loan term choices.

SPECIAL CASHFLOW PAYMENT TERMS

Subcommittee Recommendation:

- Annual payments calculated at 50% of available cashflow after deferred developer fees. Asset management fees, investor service fees, incentive fees, reserves, other soft debt payments or distributions to the ownership entity paid from cashflow must be paid from remaining 50% of available cashflow.
- Cashflow payments will be applied first to accrued interest and then principal.

Purpose:

- Increase timely repayment of cashflow loans for future use.

FY27 AHSP CYCLE

Date	Activity
November 6, 2026	Open AHSP Household Impact Application
December 11, 2026	Close AHSP Household Impact Application
December 16, 2026	Open AHSP Unit Development Application
January 27, 2027	Close AHSP Unit Development Application
February 2, 2027	Staff Present Household Impact Requests
March 2, 2027	Staff Present Unit Development Requests
April 6, 2027	Subcommittee Makes AHSP Funding Recommendations

QUESTIONS?

RECOMMENDED ACTION

Motion to approve revisions of the Affordable Housing Services Program Guidelines as recommended by the Affordable Housing Subcommittee.

BUNCOMBE COUNTY AFFORDABLE HOUSING SERVICES PROGRAM (AHSP)

PROGRAM DESCRIPTION

I. PRIORITY

Ensure comprehensive opportunities for affordable and safe housing as a foundation for healthy and thriving families and neighborhoods.

II. BACKGROUND

Buncombe County's Affordable Housing Services Program (AHSP) is intended to ensure comprehensive opportunities for affordable and safe housing are available. AHSP supports the:

- Construction Loan Program (Loan);
- Downpayment Assistance Program (Loan);
- Tenant-Based Rental Assistance Program (Grant);
- Construction Grant Program (Grant);
- Emergency Repair Program (Grant);
- ~~New Start Program (Grant);~~ and
- Administrative Support Program (Grant).

III. ADMINISTRATION

The Affordable Housing Subcommittee (the Subcommittee) may review AHSP applications and make recommendations regarding funding allocations including contract terms, loan interest rates and loan deferral to the Board of Commissioners.

The CD Division is authorized to:

- Administer funds budgeted by the Board of Commissioners for the AHSP;
- Contract with community partners, including AHSP applicants and recipients, on behalf of Buncombe County consistent with the spirit and intent of the guidelines contained herein and after consideration of the recommendations from the Subcommittee; and
- Finalize scope, lien position, and/or other specific aspects of AHSP agreements consistent with the spirit and intent of the guidelines contained herein.

IV. APPLICATION PROCESS

CD Division staff will advertise a request for proposals (RFP) to solicit project applications from qualified entities and organizations to administer and deliver AHSP supported affordable housing projects. CD Division staff will contact applicants who have requested notification and notify them of the AHSP funding opportunity.

The AHSP application will be made available online with a prescribed deadline for submittal. CD Division staff will review applications and prepare a summary report for each project, which will be provided to the Subcommittee for review. The Subcommittee will make recommendations to the Board of Commissioners to approve, through the budget process, funding allocations.

V. AFFORDABLE HOUSING GOALS

- Increase the supply of Affordable Housing for rent
- Increase the supply of Affordable Housing for homeownership~~, especially for BIPOC households~~

- Preserve the supply of Naturally Occurring Affordable Housing (NOAH)
- Support activities that achieve functional zero Homelessness
- Support activities that encourage the use of all vouchers

VI. AFFORDABLE HOUSING OBJECTIVES

Buncombe County will impact 2,800-3,150 affordable housing units by 2030.

- 1,500-1,850 rental units for households at ≤80% AMI
  - average at ≤60% AMI across all households
  - 1,200-1,480 units should leverage the LIHTC program
  - 200 units for <30% AMI
- 400 ownership units for households at <80% AMI
- 1,000 ~~500~~ repair units for households at <80% AMI
- 400 ownership or rental units for households at > 80% to <120% AMI (noting that funding available through the AHSP may not be used to accomplish this goal)

VII. PROJECT PRIORITIES & PREFERENCES

Funding constraints, individual project merits, and achievement of the desired mix of project types will all factor into project prioritization.

Strong preference will be given to projects that:

- Demonstrate intent to leverage other sources of debt, equity, or other funding prior to and beyond the AHSP request.
- Include deferred developer fees.
- Accept rent vouchers.
- Accept housing referrals from the Continuum of Care for households experiencing homelessness.
- Include renewable energy systems, install all electric appliances and equipment, participate in local utility efficiency programs, and/or demonstrate compliance with energy efficiency standards including but not limited to ENERGY STAR.
- Prioritize affordable housing for Buncombe County residents permanently displaced by Tropical Storm Helene.

Applicants seeking only program administrative support or applications where the proportion of administrative support is high relative to project costs are less preferred.

Applicants may not combine multiple applications or awards from the same or different program years to exceed program maximums.

PROGRAM REQUIREMENTS AND GUIDELINES

I. APPLICANTS

Applicants may be:

- For-profit corporations, partnerships, or sole proprietors;
- Private incorporated non-profit agencies with IRS 501(c)(3) or similar designation; or
- Public non-profit agencies and governmental agencies, including Buncombe County (which may directly operate AHSP projects).

Applicants may not be individuals seeking to build an individual unit for their family.

II. INSTRUCTIONS FOR SUBMITTING APPLICATIONS

Applicants may apply online at www.buncombecounty.org/apply. Applicants should be familiar with all program requirements and guidelines described below at the time of application.

III. ACTIVITIES

The following activities are eligible:

- Construction (including site work and soft costs) of new affordable single-family or multifamily housing units for sale or rent (or non-revenue generating) which must meet state and local building codes and must be stick-built or system-built (modular);
- Conversion of existing non-residential structure(s) for affordable single-family or multifamily housing units for sale or rent (or non-revenue generating) which must meet state and local building codes and must be stick-built or system-built (modular);
- Rehabilitation of existing affordable single-family or multifamily housing units for sale or rent (or non-revenue generating) which must meet state and local building codes and must be stick-built or system built (modular);
- Downpayment assistance for income eligible homebuyers;
- Tenant-based rental assistance in connection with homelessness prevention;
- Emergency repair of single-family units for income eligible clients; and
- New start programs which provide opportunities for affordable and safe housing for healthy and thriving families and neighborhoods which are innovative in approach.
- Administrative support programs that have a measurable and identifiable impact on County affordable housing goals.

Eligible activities must take place within Buncombe County.

IV. DEFINITION OF AFFORDABILITY

To be considered affordable units, units for sale must be:

- Sold as affordable (not to exceed 30% of the buyer's income);
- Sold to an eligible homebuyer (a household income at or below 80% of Area Median Income (AMI) adjusted for household size as described in HUD's Income Limits Summary Table in effect at the time of sale); and
- Have a maximum sales price as described in HUD's HOME and Housing Trust Fund Homeownership Sales Price Limits Table in effect at the time of sale or sell at a higher price but only the first mortgage is affordable to the buyer based on their income.

To be considered affordable rental units, units for rent must be:

- Rented at a rate not to exceed HUD's Fair Market Rent as described in HUD's Fair Market Rent Documentation System in effect at the time the lease is signed. Units receiving Project Based Vouchers are permitted to follow the annual rent payment standards approved by the Housing Authority of the City of Asheville in compliance with HUD regulations; and
- Rented to eligible tenants (a household income at or below 80% of Area Median Income (AMI) adjusted for household size as described in HUD's Income Limits Summary Table in effect at the time the lease is signed).

To be considered income eligible, once an initial income verification is completed, a re-examination is not required unless 12 months have elapsed before assistance is provided.

V. PROJECT AND REIMBURSEMENT TIMEFRAME

Construction and conversion projects must be scheduled to break ground by June 30 of the calendar year following the year of application and begin requesting reimbursement by July 31 of the calendar year following the year of application. All other projects must complete expenditures and request reimbursement by July 31 of the calendar year following the year of application.

AHSP loans and grants are reimbursement based and are reimbursed upon receipt of documentation of eligible expenses paid. Documentation includes invoices or receipts, proof of payment, relevant time sheets, lien waivers and certifications of work completed. At the time of application, grantees may request advanced payments only if able to demonstrate such payments are necessary for project viability.

VI. CONSTRUCTION LOAN PROGRAM

TERMS APPLICABLE TO ALL CONSTRUCTION LOANS

- Eligible Applicants: For-profit corporations, partnerships, or sole proprietors; private incorporated non-profit agencies with IRS 501(c)(3) or similar designation; or public non-profit agencies. Applicants must indicate if the borrower entity is or will be different from the applicant.
- Maximum Loan Amount: Maximum. Applicants may request:
  - 10% of the cost per affordable unit (for conversion construction the cost per unit shall be based on a licensed contractor's estimate of required repairs to bring the units up to building code and including service delivery and administrative costs in the estimates);
  - 20% of the cost per unit for 4% low-income housing tax credit projects (for conversion construction the cost per unit shall be based on a licensed contractor's estimate of required repairs to bring the units up to building code and including service delivery and administrative costs in the estimates);
  - Loans exceeding the maximum amounts listed above (10%/20% of cost per affordable unit) where the project solely targets households at ≤30% AMI;
  - Loans exceeding the maximum amounts listed above (10%/20% of cost per affordable unit) where the project includes on-site renewable generation for residential benefit, achieves Leadership in Environmental and Energy Design (LEED) certification, or follows the Department of Energy's Zero Energy Ready Home (ZERH) program provided the applicant indicates program cost to support any request beyond maximum loan amount (10%/20%).
- Uses: Affordable unit construction, infrastructure improvements, professional services, and costs of permitting. Funds may not be used for property acquisition, purchase options, feasibility studies, or other pre-development costs incurred prior to the execution of the loan agreement. These expenses should be reflected in the total project budget, but funds may not be used to reimburse these expenses.
- Form: Loan secured by a lien on the property being assisted, provided the County takes or shares a first lien position, or where the County accepts a lower lien position subject to the amount of loan funds financed.
- Structure: Loans are structured as recourse loans. At the time of application, applicants may request non-recourse terms for the permanent phase of the loan, if demonstrated at the time of application that such terms would be necessary for project viability.
- Project Scope: Loan agreements will reflect the total number of units, unit mix and household income targeting proposed at the time of application, recommended by the Affordable Housing Subcommittee and approved by the Board of Commissioners.

ADDITIONAL LOAN TERMS APPLICABLE TO NEW AND CONVERSION CONSTRUCTION AND REHABILITATION: UNITS FOR SALE

- Maximum Loan Amount: Applicants may request 10% of the total sales price to the homebuyer
- Term and Interest Rate: Five (5) years or until the property is transferred or sold, whichever occurs first. Fully amortizing at an interest rate of 2.00%.
- At the time of application, public or private non-profit agencies with IRS 501(c)(3) or similar designation may request 0% interest if all borrowed funds will convert to downpayment assistance loans.

ADDITIONAL LOAN TERMS APPLICABLE TO NEW AND CONVERSION CONSTRUCTION AND REHABILITATION: UNITS FOR RENT

- Underwriting Standards:
  - Applicants must identify funding sources sufficient for a complete capital stack. Multiple financial scenarios will not be considered. Written commitments must be secured for all sources before an AHSP loan agreement can be executed.
  - ~~o~~ Applicants must provide pro formas demonstrating a minimum Debt Service Coverage Ratio (DSCR) of 1.0:1.15 during the permanent loan term with a 7% vacancy rate, revenues increasing at 2% and expenses increasing at 3% per year.
  - Applicants must defer a minimum of 10% of the proposed developer fee. All developer fees must be paid prior to year 15. The deferred fee proposed at the time of application may not be reduced after funding is awarded.
  - Conversion: Loans are structured with a construction phase then convert to a permanent loan for the approved term. During the construction phase, funds may be reimbursed for eligible expenses paid and interest will accrue on funds drawn.

- Term and Interest Rate:

  Standard Terms: Standard terms and interest rates are considered to be the default term and interest rates offered. An applicant may request from among the following standard terms and interest rates:

  - 7 year term, fully amortizing at an interest rate of 2.50%, annual principal and interest payment;
  - 10 year term, fully amortizing at an interest rate of 2.75%, annual principal and interest payment;
  - 15 year term, fully amortizing at an interest rate of 3.25%, annual principal and interest payment; or
  - 20 year term, fully amortizing at an interest rate of 3.75%, annual principal and interest payment.

  Optional Terms: An applicant may request the *option* of annual interest only payments ~~from cashflow~~ with principal balloon provided the applicant indicates such at the time of application and demonstrates a need for such terms for project viability. An applicant may request from among the following interest only payments with principal balloon:

  - 7 year term, at an interest rate of 3.00%, annual interest only payment and principal balloon;
  - 10 year term, at an interest rate of 3.25%, annual interest only payment and principal balloon;
  - 15 year term, at an interest rate of 3.75%, annual interest only payment and principal balloon; or
  - 20 year term, at an interest rate of 4.25%, annual interest only payment and principal balloon.

  Special Terms: An applicant may request special terms of ~~the *option* of interest only~~ payments from cashflow with principal and interest balloon provided the applicant: (1) is pursuing low-income housing

tax credits and/or is a project targeting households at ≤30% AMI; (2) indicates that such terms are desired at the time of application; and (3) demonstrates a need for such terms for project viability. An applicant may request the following ~~interest only~~ payments from cashflow with principal and interest balloon:

- 20 year term, at an interest rate of 2.00%, annual payment from cashflow with principal balloon.
- Annual payments calculated at 50% of available cashflow after deferred developer fees. Asset management fees, investor service fees, incentive fees, reserves, other soft debt payments or distributions to the ownership entity paid from cashflow must be paid from remaining 50% of available cashflow.
- Cashflow payments will be applied first to accrued interest and then principal.

Requests for payments from cashflow with principal balloon does not guarantee award of a loan on those terms. ~~Applicants should have a willingness to consider various approaches that support project viability including, but not limited to, deferring developer fees as appropriate.~~

CONSTRUCTION, CONVERSION AND REHABILITATION LOAN AGREEMENTS

Loan agreements shall be executed between the County and applicant with specific conditions dependent on the project type.

Loan agreements shall include the following requirements:

- Submittal of regular progress reports;
- Provision of record access to Buncombe County staff;
- Abidance by Fair Housing and Equal Rights Opportunity principles adherence requirements (which prohibit discrimination based on race, color, age, sex, sexual orientation, gender, religion, national origin, disability, or family status);
- Provision of open marketing to ensure fair housing choices;
- Description of income limits of occupants/owners;
- Annual verification of affordable rent levels for the lifetime of the loan (where constructed for rent);
- Acceptance of rental subsidies, including housing vouchers directly or indirectly funded by the federal government, and other provable and lawful sources of income (where constructed for rent). Prohibition against disqualifying residents and prospective tenants from renting a housing unit based on sources of income (where constructed for rent);
- Provision of statements of project cashflows with the annual repayment (where constructed for rent) consistent with those provided to all other investors;
- Provision of a detailed project scope including project completion time limits;
- May apply for a property tax exemption with Buncombe County or the State of North Carolina regarding property associated with the project (where the applicant is eligible to seek property tax exemption); and
  Prohibitions of conflict of interest.

VII. DOWNPAYMENT ASSISTANCE PROGRAM

- Eligible Applicants: For-profit corporations, partnerships, or sole proprietors; private incorporated non-profit agencies with IRS 501(c)(3) or similar designation; or public non-profit agencies. The applicant must either coordinate homebuyer's education classes or require participants complete a homebuyer's education course. An applicant who is also seeking a construction loan may submit a single application that includes both the construction loan and downpayment assistance loan budgets.
- Maximum Loan Amount: 10% of the sales price to the homebuyer ~~cost per affordable unit~~

- Uses: Downpayment assistance must:
  - Benefit an eligible homebuyer (a homebuyer with a household income at or below 80% of Area Median Income (AMI) adjusted for household size);
  - Benefit a homebuyer that has completed a homebuyer's education course; and
  - Be for an affordable unit for sale, as defined above.
- Form: Non-forgivable loan, secured with a lien on the property being assisted, provided the County takes or shares a first lien position, or where the County accepts a second lien position, subject to the amount of loan funds financed.
- Term: Due in the event the homeowner no longer lives in the unit, sells the unit, or refinances the unit
- Interest Rate: 0%
- Loan Agreements: Loan agreements shall be executed between the County and applicant for the project

VIII. ~~TENANT BASED~~ RENTAL AND MORTGAGE ASSISTANCE PROGRAM

- Eligible Applicants: Private incorporated non-profit agencies with IRS 501(c)(3) or similar designation; or public non-profit agencies. The applicant must specialize in working with homeless families or those at risk of homelessness and must provide housing stabilization services and after placement follow-up for clients.
- Maximum Assistance: $2,500 per household~~. Where assistance exceeds $1,500 per household, such assistance~~ shall be for the purposes of eviction and foreclosure prevention.
- Uses: Rent and mortgage payments including arrears, ~~S~~security and utility deposits~~,~~ and moving expenses.~~, first month's rent, and eviction prevention.~~
- Maximum Administrative Costs: Administrative, program management, overhead and indirect costs may not exceed 10% of awarded funds.

IX. CONSTRUCTION GRANT PROGRAM

- Eligible Applicants: Private incorporated non-profit agencies with IRS 501(c)(3) or similar designation; or public non-profit agencies. The applicant must specialize in working with homeless families or those at risk of homelessness and must provide housing stabilization services and after placement follow-up for clients.
- Maximum Assistance: $25,000 per non-revenue generating unit.
- Uses: Unit construction
- Maximum Administrative Costs: Administrative, program management, overhead and indirect costs may not exceed 10% of awarded funds.

X. EMERGENCY REPAIR PROGRAM

- Eligible Applicants: For-profit corporations, partnerships, or sole proprietors; private incorporated non-profit agencies with IRS 501(c)(3) or similar designation; or public non-profit agencies. The applicant must have no financial interest in the unit(s) to be repaired.
- Maximum Assistance: $25,000 per unit for non-Helene related repairs and $50,000 per unit for repairs due to Tropical Storm Helene. To exceed $25,000 per unit, the repair must:
  - Address documented damage to the unit by Tropical Storm Helene;
  - Be supported with evidence of any benefits from private, nonprofit and public sources to prevent duplication of benefits; and

- Be supported with evidence that cost estimates exceed all other repair support available, including but not limited to insurance proceeds, repair donations, financial assistance, and local/state/federal funds or grants.

- All repairs:
  - Must benefit an eligible homeowner (a homeowner with a household income at or below 80% of Area Median Income (AMI) adjusted for household size as described in HUD's Income Limits Summary Table in effect at the time assistance is provided);
  - Must be performed on units where the applicant has no financial interest;
  - May include repairs for life safety issues; and
  - May be used for retrofitting units for needs of individuals with disabilities.
- Repairs less than $15,000 are structured as a grant in that they are not required to be issued as a loan with a securement.
- Repairs Not Associated with Tropical Storm Helene at $15,000 and up to $25,000:
  - Must be a forgivable loan, secured with a Note and Deed of Trust which reduces $15,000 in year one and by $5,000 each successive year until such time as the loan if forgiven. The forgivable loan may be transferred to a new and verified income qualified household. If the eligible homeowner sells to a non-income qualified household or no longer occupies the unit during the repayment period, the balance of the note shall be due;
- Repairs Associated with Tropical Storm Helene at $15,000 and up to $50,000:
  - Must be a forgivable loan, secured with a Note and Deed of Trust which reduces up to $30,000 in year one and by $10,000 each successive year until such time as the loan if forgiven. The forgivable loan may be transferred to a new and verified income qualified household. If the eligible homeowner sells to a non-income qualified household or no longer occupies the unit during the repayment period, the balance of the note shall be due.
- Maximum Administrative Costs: Administrative, program management, overhead and indirect costs may not exceed 10% of awarded funds.

~~XI. NEW START PROGRAM~~

- ~~Eligible Applicants: Private incorporated non-profit agencies with IRS 501(c)(3) or similar designation; or public non-profit agencies. The applicant may only request funding a single time for a specific new start program.~~
- ~~Maximum Assistance: $50,000~~
  ~~Uses: Costs associated with the development and implementation of a new program which provides opportunities for affordable and safe housing for healthy and thriving families and neighborhoods and which is innovative in approach. Funding may include administrative and program implementation costs.~~

~~XII.~~XI. ADMINISTRATIVE SUPPORT PROGRAM

- Eligible Applicants: Private incorporated non-profit agencies with IRS 501(c)(3) or similar designation; or public non-profit agencies.
- Maximum Assistance: $50,000

Uses: Costs associated with administrative activities including specific project management, oversight, and coordination and may be for personnel, non-personnel, direct or indirect expenses. Administrative activities should support affordable and safe housing for healthy and thriving families and neighborhoods and have a measurable and identifiable impact on affordable housing goals and objectives.

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

NEW BUSINESS

Department: Solid Waste

Presenter(s): Cassandra Lohmeyer, Recycling Coordinator

Contact: Cassandra Lohmeyer, Recycling Coordinator

Subject: Budget Amendment to Receive & Appropriate Grant Funding for Multifamily Recycling Pilot Program

Brief Summary:

The North Carolina Department of Environmental Quality's Division of Environmental Assistance and Customer Service has awarded the Solid Waste department $71,500 in grant funding to implement a pilot program to increase accessibility to recycling in multifamily communities over calendar year 2027. Total expenditures with matches are $78,650. The pilot program includes infrastructure improvements as well as a comprehensive educational initiative to multifamily residents. The City of Asheville's Sanitation division will be co-implementing this pilot project and, as such, will split the local grant match with Buncombe County.

Recommended Motion & Requested Action:

Receive the grant, accept the award terms and conditions, and approve the budget amendment.

Attachments:

1. Presentation
2. Budget Amendment

Multifamily Recycling Grant

Presented by

Cassandra Lohmeyer

Buncombe County Solid Waste

Background

Multifamily Recycling Grant

- $71,500 in grant funding awarded by NC DEQ's Division of Environmental Assistance and Customer Service (DEACS)
- Buncombe County Solid Waste is primary applicant
  - City of Asheville Sanitation will assist in project implementation and contribute half of the 10% required match ($7,150)
- Over 16,000 multifamily units in Buncombe County (17-20% of residents)
  - Recycling is not a required service

Project Outline

Multifamily Recycling Grant

- Four affordable housing communities identified for this pilot project (a total of 120 units)
  - Two in unincorporated Buncombe County
  - Two in the City of Asheville

- One-year pilot program (November 1, 2026 – November 1, 2027)
  - Pre- and post-implementation waste audits to measure efficacy of project
  - Minor recycling/waste infrastructure improvements
  - Comprehensive educational toolkit distribution to each unit

- Expansion of impact with remaining funding
  - Ability to offer educational toolkits to wider Buncombe County multifamily resident population

Project Goals & Impact

Multifamily Recycling Grant

- Increasing education surrounding recycling and waste diversion
- Improve accessibility to recycling services
- Enhance diversion infrastructure capacity
- Expand landfill diversion pathways
  - Estimated 0.27 tons of recyclables generated per household x 16,000 units = over 4,000 tons in recycling



Examples of in-unit collection tools



Examples of educational tools

Requested Actions

Multifamily Recycling Grant

1. Motion to Accept NC DEQ DEACS' $71,500 for the Multifamily Recycling Grant
2. Motion to Approve Budget Amendment for Multifamily Recycling Grant

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Solid Waste Capital Projects Fund Project Ordinance

BOARD MEETING DATE: October 6, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Solid Waste Capital Projects Fund Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of October, 2026

Project Name:	FY27 Multifamily Recycling Grant

Description:

The NC Department of Environmental Quality's (DEQ) Division of Environmental Assistance and Customer Service (DEACS) has award Buncombe County $71,500 for a multifamily recycling program pilot. In conjunction with the City of Asheville, this grant will provide the basic infrastructure and educational materials to initiate this program. The City of Asheville and Buncombe County will split a match of $7,150.

Funding Source:

NC Dept of Environmental Quality ($71,500) and City of Asheville ($3,575). $3,575 from Existing Solid Waste Operating

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
FY27 Multifamily Recycling Grant	$ 78,650	$ 78,650
TOTAL	$ 78,650	$ 78,650

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

NEW BUSINESS

Department: County Manager

Presenter(s): Kevin Madsen, Helene Recovery Officer

Contact: Elizabeth Odderstol, Economic Development Program Analyst
Paula Taylor, Helene Recovery Business Analyst

Subject: Budget Amendment to Accept Grant Agreements for Sidewalks Project

Brief Summary:

The Small Business Infrastructure Grant Program (SmBIZ) is a Helene recovery grant program managed by the N.C. Department of Commerce that provides funding for local governments to help support small business recovery from Hurricane Helene. This action is to accept two grant awards from the SmBIZ program. The first grant is for $979,069 to repair and extend sidewalks on Whitson Avenue. The second grant is for $786,291 to repair and extend sidewalks on Railroad, Alexander and South in Downtown Swannanoa. These projects will be completed in partnership with the N.C. Department of Transprortation, who will provide construction management services. No additional County funding is required.

Recommended Motion & Requested Action:

Approve Budget Amendment and accept the two Small Business Infrastructure Grant program awards

Attachments:

1. Presentation
2. SA-0430_Contract
3. SA-0458_Contract
4. Budget Ordinance

Sidewalks Grant Update

Presented on Tuesday, October 6, 2026

Kevin Madsen, Helene Recovery Officer

Background

- April 29, 2025: NC Commerce launched a Helene recovery grant opportunity, the **Small Business Infrastructure Grant Program (SmBIZ)**
- In partnership with the **NC Department of Transportation**, staff began developing several projects to fund pedestrian infrastructure repairs and extensions throughout the Swannanoa Commercial Corridor
- Staff successfully submitted two applications for funding to repair and extend sidewalks in Swannanoa
  - “Whitson Avenue,” awarded $979K
  - “Railroad, Alexander, and South” awarded $786K
  - **Total awards to date $1.7M**

Applications and Awards

First Application:

Whitson Avenue

- Improve 1,280 square yards of pedestrian infrastructure
- Construction management to be provided by NCDOT
- $979K awarded

Second Application:

Railroad, South, Alexander

- Improve 1,000 square yards of pedestrian infrastructure
- Construction management to be provided by NCDOT
- $763K awarded

Project will result in approximately 2,900 feet (0.55 miles) of ADA accessible sidewalks



Map of Awards

Awarded projects shown in Blue.

Next Steps & Request

Next Steps

- Finalize Grant Agreement with N.C. Commerce
- Begin working with NC Department of Transportation on implementation

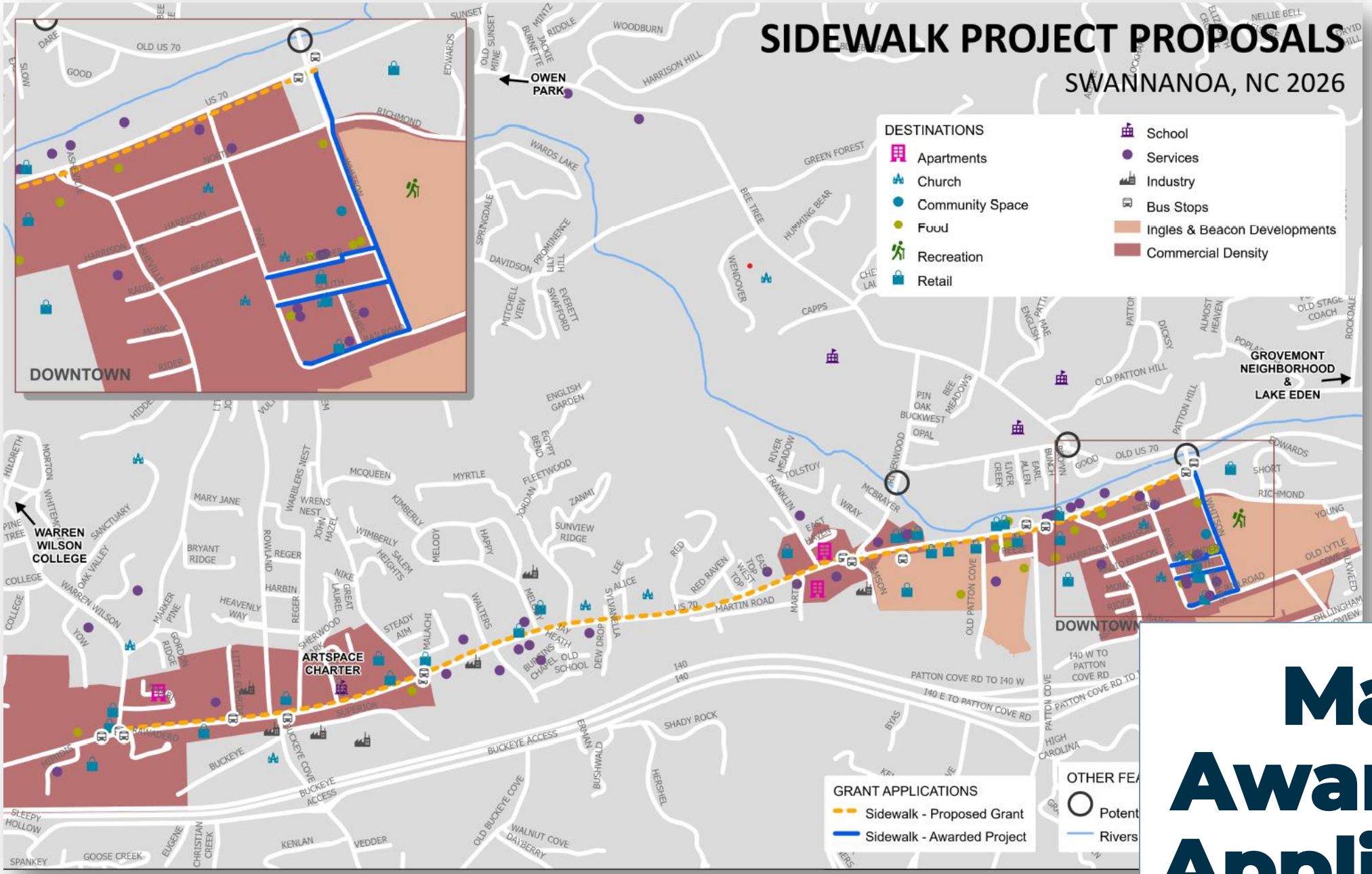
Request for Board Action

- Accept the two Small Business Infrastructure Grant program awards and approve their respective budget amendments

Appendix

Pursuing Additional Funds

- Additional requests have been submitted to the state
  - Commercial District Revitalization, Community Development Block Grant – Disaster Recovery (CDBG-DR) funding
  - Request: $10M
  - Project Area: Highway 70, between Whitson Ave and Warren Wilson Road
  - Deliverables: 2.25 miles of contiguous sidewalks
- Pending opportunity with Rural Economic Development Division
  - CDBG-Neighborhood Revitalization (CDBG-NR)
  - Request: up to $750K
  - Project: Right of way acquisition and assessment, to complement SmBIZ
- Continue to seek additional funding



Map of Awards and Applications

BUNCOMBE COUNTY

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

May 7, 2026

Amanda Edwards
Chair
Buncombe County
200 College St
Asheville, NC 28801

Re: Contract Agreement for Grant Number SA-0430; Your Signature and Reply is Requested
Project Title: "Swannanoa Sidewalks Repair and Extension; Whitson Ave"

Dear Chair Edwards:

This contract document is required to finalize the grant award for funding as described in the Disaster Recovery Act of 2025 – Part I. Below is a description of the documents included along with an explanation of each.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Small Business Infrastructure Grant Application	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request payments from the Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Small Business Infrastructure Grant Program Guidelines	No Signature Required

Please execute this document and return a copy to nichole.gross@commerce.nc.gov. A copy of this document and all others pertaining to the project will be available and accessible through the Rural Connect Portal. If you have any questions, or if I can be of any assistance, please contact me, hazel.edmond@commerce.nc.gov or please contact your program manager, nichole.gross@commerce.nc.gov.

Sincerely,

Hazel S. Edmond

Hazel S. Edmond, Director
Rural Engagement & Investment Programs

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Small Business Infrastructure Grant Agreement (the "Agreement") with **Buncombe County** (the "Local Government"), each being referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to assist with disaster recovery;

WHEREAS, the General Assembly, in the Disaster Recovery Act of 2025 – Part I (North Carolina Session Law 2025-02) (the "Act"), transferred funds from the State Emergency Response and Disaster Relief Fund ("SERDRF") to the Hurricane Helene Disaster Recovery Fund (the "Helene Fund");

WHEREAS, in Section 2A.2(4) of the Act, the General Assembly appropriated Fifty-Five Million Dollars ($55,000,000) from the Helene Fund for the Small Business Infrastructure Grant Program (the "Program");

WHEREAS, under Section 2F.1(a) of the Act, the Program is to be administered by Commerce;

WHEREAS, the General Assembly has created the Rural Economic Development Division ("REDD") within Commerce, and REDD will be responsible for administering the Program;

WHEREAS, the purpose of the Program is to provide grants to eligible local governments to expedite infrastructure repairs impacting the operation and patronage of small businesses in the Affected Area;

WHEREAS, under Section 2F.1(c) of the Act, the General Assembly has authorized Commerce to review applications for grants under the Program and, where appropriate, award grants to eligible local governments on a first-come, first-served basis; and

WHEREAS, pursuant to the Act, and based on the application filed by the Local Government (the "Application") and any subsequent materials supporting the Application that have been approved of by Commerce in writing as of the Effective Date, all of which are included as Exhibit A and are incorporated by reference herein, Commerce has approved a grant to the Local Government (the "Grant); and

WHEREAS, without limitation, Commerce awarded the Grant: (1) based on the Application filed by the Local Government and the certifications contained therein and (2) for the completion of the Project (as defined below), as summarized in the Application.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. DEFINITIONS

1.1 "Act" means The Disaster Recovery Act of 2025 – Part 1 (N.C.S.L. 2025-02).

1.2 "Affected Area" means the counties designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene.

1.3 "Agreement" means this Small Business Infrastructure Grant agreement between the Local Government and the Department of Commerce, as amended, modified, revised, or supplemented from time to time and including the documents set forth in the Preamble and the Exhibits listed in Paragraph 5.14.

1.4 "Application" has the meaning set forth in the Preamble.

1.5 "Commerce" means the North Carolina Department of Commerce.

1.6 "Effective Date" has the means **10/31/2025**

1.7 "Eligible Local Government" means a city or county, as defined in N.C. Gen. Stat. §§ 160A-1 and 153A-1, located in an Affected Area.

1.8 "General Assembly" means the North Carolina General Assembly.

1.9 "Grant" means the Small Business Infrastructure Grant awarded to **Buncombe County** on **10/31/2025** by Commerce and subject to the terms and conditions of this Agreement.

1.10 "Grant Term" means the effective period of this Agreement beginning on **10/31/2025** ("Effective Date") and terminating on **10/31/2028** unless terminated on an earlier date under the terms of this Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term agreed upon in writing by the Local Government and Commerce.

1.11 "Local Government" means **Buncombe County,** a county in North Carolina.

1.12 "Project" means repair or reconstruction of the **sidewalk and curb infrastructure**, as described in the Application.

1.13 "Project Change" means any material alteration, addition, deletion, or expansion of the Project, including but not limited to material changes to construction or rehabilitation and any filing of bankruptcy by the Local Government.

1.14 "Qualifying Infrastructure Needs" means water, sewer, gas, telecommunications, high-speed of businesses located in an Eligible Local Government and damaged by Hurricane Helene that, until repaired, inhibits access to or operations of one or more of those Small Businesses (as defined below). For purposes of the Agreement, infrastructure owned by the Small Business(es) or for which the Small Business(es) is/are responsible for maintaining is not included.

1.15 "REDD" has the meaning set forth in the Preamble.

1.16 "Secretary" means the Secretary of the North Carolina Department of Commerce.

1.17 "Small Business" means

Short Sleeves Coffee Co., LLC, 222 Whitson Ave. Swannanoa, NC 28778	Limited Liability Company	NC

a business with a physical presence in the Affected Area that employs/ one hundred fifty (150) or fewer employees, as identified in the Application.

1.18 "State" means the State of North Carolina and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the Local Government

a) The Local Government makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to Commerce's decision to enter into this Agreement and to its determination that the Local Government is eligible for a grant with respect to the Project, and the Local Government further agrees that each representation and warranty shall be true, accurate, and complete as of the date of execution and delivery of this Agreement and as of the date of any disbursement of Grant funds:

b) The execution and delivery of this Agreement have been duly authorized by all necessary Local Government action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Local Government is a party or by which it is bound.

c) To the knowledge of the Local Government, no action or legal proceeding is threatened against it or affecting it that may adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the abilities of the Local Government to discharge its obligations under this Agreement. If it is subsequently found that such an action, suit, proceeding, or investigation did or could threaten or affect the development and/or completion of this Project, the Local Government shall be liable to Commerce for repayment of the entire amount of the Grant, and this Agreement may be terminated by Commerce, effective upon notice of such termination.

d) No approval is necessary, or if any approval is necessary, all such approvals have been obtained from any governmental authority as a condition to the execution of this Agreement by the Local Government. The Local Government shall provide Commerce with evidence of the existence of any such necessary approvals at the time of the execution of this Agreement.

e) The Local Government is solvent.

f) The Local Government shall provide Commerce with any information it obtains with regard to the Project. Additionally, at Commerce's request and on Commerce's behalf, the Local Government shall exercise any rights of the Local Government to access, obtain, review, or monitor such information in the possession of third parties, including any Business.

g) The Local Government shall exercise all of its rights and duties under this Agreement in a prudent and timely manner to ensure the use of the Grant funds for their intended purposes and objectives and to preserve the rights of Commerce in this Agreement.

h) If the Local Government fails to timely repay Commerce any Grant funds upon request and as directed, and, at its sole discretion, Commerce elects to initiate legal proceedings against the Local Government for such repayment, the Local Government is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

i) The Local Government qualifies as an Eligible Local Government.

j) The County in which the Local Government sits qualifies as an Affected Area.

k) The Small Business is a business with a physical presence in the Affected Area that employs one hundred fifty (150) or fewer employees.

l) The Project addresses a Qualifying Infrastructure Need that adversely affects access to or operations of the Small Business identified in the Application.

m) The infrastructure to be repaired by the Project was damaged by Hurricane Helene.

n) The Small Business does not own the infrastructure to be repaired by the Project and is not responsible for maintaining the infrastructure to be repaired by the Project.

o) The Small Business identified in the Application was adversely impacted by Hurricane Helene, and the resulting damage to infrastructure has inhibited access to or operations of the Business.

p) The Small Business identified in the Application will benefit from the Project.

q) The Local Government will use the Grant Funds only for purposes of repairing the Qualifying Infrastructure Needs identified in the Application, as permitted under this Agreement and under the Act.

2.2 Changes in the Project or Other Conditions.

(a) There shall be no Project Change unless expressly approved by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

(b) Additionally, the Local Government immediately shall provide written notice to Commerce of any change in conditions, local law, or any other event which may significantly affect its ability

to oversee, administer, or perform this Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event to constitute a Project Change.

SECTION 3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Project Details

(a) The Local Government represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

(b) The Project will commence on **10/31/2025**

(c) The infrastructure is to be repaired as described in the Application.

(d) The Small Business is located,

Business Name	**Physical Address**
Short Sleeves Coffee Co., LLC	222 Whitson Ave. Swannanoa, NC 28778

utilize the infrastructure to be repaired, and have been negatively impacted by damage to the infrastructure, as described in the Application.

(e) The Project will be completed on or before **10/31/2028.** If the Local Government anticipates a delay in the Project, the Local Government will provide timely notice, in writing, to Commerce of the delay and the anticipated date of completion. Commerce, in its sole discretion, then will provide written consent to an extension of the Project End Date.

3.2 Grant Funds

(a) Commerce grants to the Local Government an amount not to exceed **$979,069** for expenditures directly related to the Project. If Commerce determines that the actual costs of the Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Local Government determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce, in writing, and return any surplus Grant funds to Commerce within thirty (30) days of making that determination.

(b) Grant funds will be distributed to the Local Government in accordance with the Payment Schedule established in Exhibit B. For those funds not distributed in advance (in accordance with Exhibit B), the Local Government will complete a Payment Request Form (provided by Commerce), along with invoices and proof of payment, and submit said form and documentation to Commerce. Upon receipt and review of the Payment Request Form and attached documentation, Commerce will disburse payment to the Local Government. Commerce may, in its sole discretion, request additional documentation of expenses from the Local Government prior to disbursement of Grant funds.

(c) If Grant funds are distributed in advance, the Local Government will provide proof that those advanced funds were used exclusively for the purpose of the Project. Such proof will be provided according to the terms of Exhibit B. Should the Local Government fail to provide such proof within sixty (60) days of receipt of the advanced distribution, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted to and approved by the Department.

(d) The Local Government shall use Grant funds exclusively for the purpose of the Project, as described in the Application, and consistent with all applicable State, federal, and local laws, rules, regulations, and requirements (including, without limitation, all language in the Act regarding this funding). The Local Government shall not make or approve of any improper expenditure of Grant funds.

(e) The Local Government may use Grant funds for administrative purposes, provided those administrative expenses do not exceed [one and a half percent] (1.5%) of the total Grant funds awarded to the Local Government.

(f) The Local Government shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days, unless Commerce terminates the Agreement pursuant to Paragraph 3.3 below, in which case any expenditures shall be made pursuant to the requirements of that Paragraph.

(g) The obligations of the State (including but not limited to REDD and Commerce) to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, Commerce has the right to terminate this Agreement by giving written notice to the Local Government. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice of termination. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

a) Termination

a) If the Local Government fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, the Local Government agrees that Commerce has the right to terminate this Agreement by giving the Local Government written notice of termination. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Local Government. Upon such termination, Commerce shall have no responsibility to make additional Grant payments under this Agreement. Upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
b) The terminations and remedies addressed in this Section 3.3 are in addition to those terminations and other remedies set forth elsewhere in this Agreement.

3.4 Project Records

(a) The Local Government shall maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

(b) The Local Government shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved. Similarly, if litigation or other action arising out of or related in any way to this Project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.5 Monitoring, Reports, and Auditing

(a) The Local Government shall ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Agreement. Additionally, the Local Government shall regularly monitor all performance of Grant-supported activities, including activities performed by any third party.

(b) The Local Government will comply with the Reporting Schedule established in Exhibit C. The Local Government shall submit progress reports on or before January 15th and July 15th of each year of the Grant Term. The first of these reports shall be due on or before January 15, 2026. The Local Government also shall submit a final report upon the earlier of: (i) the date of completion of the Project or (ii) no later than thirty (30) days following the Termination Date. These reporting requirements shall be completed as directed by REDD staff and shall remain in effect for the entire Grant Term, including any extension to the Grant Term.

(c) The Local Government acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Local Government and are subject to change from time to time. Upon completion, the Local Government shall forward to Commerce one copy of any audited financial statements and accompanying reports generated during the period between the Effective Date and Termination Date of this Agreement.

(d) The Local Government shall grant the State and any of its related agencies, commissions, or departments (including, without limitation, Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget Management, and the Joint Legislative Commission on Governmental Operations) and an of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents in the possession of the Local Government or any third-party or business relating to the Agreement or the Project. In

addition, the Local Government shall comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, REDD or Commerce) for financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

SECTION 4. WAIVER

4.1 No Waiver by the State

(a) Failure of the State at any time to require performance of any term or provision of this Agreement shall not affect the rights of the State to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein at a later date. No waiver by the State of any condition or the breach of any term, provision, or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall not operate as a continuing waiver of any such condition or of a future breach of any other term, provision, or representation.

4.2 Waiver of Objections to Timeliness of Legal Actions

(a) The Local Government waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including REDD or Commerce) to enforce its rights under this Agreement. This waiver includes any objections the Local Government may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Independent Status of Local Government

(a) The Local Government and any third party are entities independent from the State and any agency or employee thereof. The Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the State, the Local Government, and/or any third party, nor shall the Agreement or the Project be construed to make the Local Government (including its employees, agents, members, or officials) or any third party employees, agents, members, or officials of the State. Neither the Local Government nor any third party shall have the ability to bind the State or any agency, division, or employee thereof to any agreement for payment of goods or services or represent to any person that they have such ability.

5.2 Liabilities and Loss

(a) The Local Government hereby agrees to release, indemnify, and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Local Government or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Local Government hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees

to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost, or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Local Government or of any third party or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

5.3 Additional Repayment Requirements and Remedies

(a) The repayment requirements and remedies addressed in this Section 5.3 are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b) If there is a breach of any of the requirements, covenants, or agreements in this Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Local Government agrees that Commerce may require repayment from the Local Government of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Local Government has already received under this Agreement.

5.4 Non-discrimination.

(a) The Local Government agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

5.5 Conflict of Interest.

(a) The Local Government shall adopt and keep on file, along with the executed copies of this Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Local Government's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance, or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Local Government's employees, officers, or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Local Government or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Local Government certifies that, as of the date it executes this Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the Grant Term and for the duration of the Project, the Local Government has the duty to inform Commerce promptly of any such conflict of interest or direct or indirect benefit of which it becomes aware.

5.6 Compliance with Laws.

(a) The Local Government shall at all times observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, "Laws") of the state, federal, and local governments which may in any manner affect the performance of the Agreement or the Project. This includes compliance with any and all State and federal environmental laws and regulations.

5.7 Non-Assignability.

(a) The Local Government shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce, provided, however, that claims for money due to the Local Government from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

5.8 Other Agreements.

(a) The Local Government understands and consents that, if it is a party to a separate grant agreement or loan with the State, then full compliance with that separate grant agreement or loan and with this Agreement is required. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in the discretion of Commerce.

5.9 Notice.

(a) All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows, or when submitted via electronic mail as follows:

If to the Department of Commerce : Attn: **Hazel Edmond**
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346
Email: hazel.edmond@commerce.ng.gov

If to the Local Government: Attn: **Avril Pinder**
County Manager
Buncombe County
200 College St.
Asheville, NC 28801
Email:
avril.pinder@buncombecounty.org

or addressed to such other address or to the attention of such other individual as Commerce or the Local Government shall have specified in a notice delivered pursuant to this subsection.

All notices required or permitted to be delivered hereunder and all communications in respect hereof also shall be deemed given when submitted to the Rural Connect Portal.

5.10 Entire Agreement.

(a) This Agreement supersedes all prior agreements between or among Commerce and the Local Government with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified, or altered, except pursuant to a writing signed by both Commerce and the Local Government.

5.11 Execution.

(a) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

5.12 Construction, Jurisdiction, and Venue.

(a) This Agreement shall be construed and governed by the laws of the State of North Carolina.

(b) The Local Government agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

5.13 Severability

(a) Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.14 Exhibits

(a) The following Exhibits are hereby incorporated by reference as though set forth in their entirety herein:
   i. Exhibit A –Small Business Infrastructure Development Grant Project Application
   ii. Exhibit B – Payment Schedule
   iii. Exhibit C – Reporting Schedule
   iv. Exhibit D – The Small Business Infrastructure Development Grant Guidelines

SECTION 6. ACCEPTANCE

6.1 Return of Documents

(a) If the Local Government agrees to the Agreement terms and conditions as stated, the Local Government will execute the Agreement, as directed by REDD staff. This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Local Government.

6.2 Conditions of the Agreement

(a) An authorized signatory of the Local Government shall execute the Agreement in its exact form, unless Commerce approves a change to its terms in writing.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Buncombe County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature:  _____ [SEAL]

Printed Name: Reginald Speight

Title: Assistant Secretary for Rural Economic Development

Date: 5/7/2026

EXHIBIT A
SmBIZ Project Application

Application
App-001118

Details | Application | Checklist | Cost Categories

Information

Application Name: App-001118	Status: Approved
Account: Buncombe County	External Status: Approved
Account Address: 200 College St Asheville, NC 28801	Original Submitted Date: 7/18/2025, 3:49 PM
Program: Rural Engagement and Investment Fund	Submitted Date/Time: 7/18/2025, 3:49 PM
Grant: Small Business Infrastructure Grant Program	Approved Date/Time: 10/31/2025, 3:14 PM
External Grant Administrator Account:	County: Buncombe
Project Title: Swannanoa Sidewalks Repair and Extension, Project 5	County Tier: 3
	Prosperity Zone: Western

Project Description

Project Description

Buncombe County proposes five sidewalk infrastructure repair and expansion projects in Swannanoa, an unincorporated area within the county that saw significant flood damage from Hurricane Helene. These projects will repair and extend sidewalks within the Swannanoa commercial center, restoring and expanding small businesses' ability to attract customers and recover from Hurricane Helene, as well as connecting the community to existing sidewalk infrastructure in Asheville.

This project is the fifth of 5 and extends sidewalk infrastructure on US-70 from Patton Cove Road to Whitson Avenue, as well as repairing sidewalks in the adjacent Beacon neighborhood. Buncombe County requests $979,069.00 to complete this work.

Contact Information

Contact: Elizabeth Odderstol	External Grant Administrator:
Chief Elected Official Contact: Amanda Edwards	Chief Administrative Officer: Avril Pinder

Funding Information

Original Grant Amount: $979,069.00	Total Other Federal Resources: $0.00
Grant Amount Requested: $979,069.00	Total State Resources: $0.00
Total Project Resources: $979,069.00	Total Local Resources: $0.00
	Total Leveraged Resources: $0.00

Narrative Questions

Please refer to the SmBIZ Guidelines for the information that should be included in your narrative responses. Please provide complete and detailed responses.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY.

Provide a detailed description of the qualifying infrastructure needs. Description must include:

•Summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;

•Description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;

•Details of damage to infrastructure and immediate risks due to damage;

*•Explanation of any proposed repairs to improve durability and sustainability of infrastructure

The unincorporated Swannanoa community in Buncombe County experienced some of the most significant flood damage from Tropical Storm Helene. In the aftermath of the storm, the community needs additional investment in order revitalize its economy and build back better. The Small Business Infrastructure Grant (SmBIZ) offers an opportunity to repair and extend the community's sidewalk infrastructure, increasing multi-modal access to the small businesses in the area and serving a need currently unmet through other grant opportunities.

As a result of Tropical Storm Helene, businesses in the Swannanoa valley experienced 13 inches of rain, and record flooding along the Swannanoa River. In the aftermath, the community faced an extended time without utility services. Swannanoa in particular experienced over three of weeks without water service of any kind, seven weeks before potable drinking water was restored, three weeks with limited electricity, and over four weeks with no internet or cell service. At time of writing, the community is still suffering from numerous business closures, including the area's primary grocery store and community post office, raising fears of increased food deserts within the county.

Along with these impacts, sidewalks and pedestrian infrastructure was damaged, with nearly 600 yards of sidewalk in need of repair. The repair and extension of sidewalks along this corridor would improve the community's access to local businesses by allowing increased foot traffic in the entire area. Additional infrastructure impacted but not factored into this grant includes roadway closures (Old US 70), loss of the Whitson Bridge, power lines, fiber optic cable, etc. Much of this has been replaced, but small business pedestrian infrastructure remains an unmet need.

Improvement to Swannanoa's sidewalk infrastructure will be critical to the area's recovery, revitalizing the economy and investing in the community's future. Sidewalks have been shown to improve local economies. One study found that streetscape improvements to pedestrian and cycling infrastructure can increase property values and attract new businesses, while further research concluded that pedestrian and cyclist visitors to retail businesses tend to have higher spending per trip. While these economic benefits are most realized in walkable commercial cores, similar in built environment to the Beacon Village area of Swannanoa, sidewalk infrastructure has been shown to improve economic outcomes for many businesses along an entire corridor. Improved walkability in Swannanoa supports high-value pedestrian traffic to small businesses, and as further development occurs along this corridor, the county has an opportunity to position Swannanoa as a commercial destination with numerous amenities, attracting customers from beyond the immediate area.

This project will also make significant safety improvements to the US-70 corridor in unincorporated Buncombe County. Currently, pedestrian and bicycle traffic must travel along the side of the right of way, crossing driveways and other intersections with low visibility, or enter a roadway with a posted speed limit of 55 miles per hour. NC DOT records that this corridor has seen an average of 1.7 pedestrian or cyclist-involved crashes per year (17 from 2015 to 2025), with one third of these crashes resulting in a pedestrian fatality. Sidewalk infrastructure along this corridor would protect these users. As a result, improved pedestrian safety infrastructure along US-70 supports multimodal transit, as Asheville's 170 bus route operates on Highway 70 through the entire project area. Further, sidewalks along this route improve accessibility and equity, allowing wheelchair users or other disabled residents to travel along the commercial corridor without a car.

Sidewalks in this area improve the broader infrastructure health of the county, bringing the route into closer alignment with NC DOT's Complete Streets policy. The repair functions of this work include improved durability and sustainability of sidewalks originally built decades ago in the Swannanoa commercial area. These improvements will become more important as the former site of the Beacon manufacturing plant is redeveloped into park space for the community. Moreover, these projects are supportive of Buncombe County's 2043 Comprehensive plan, which identifies Swannanoa as a key growth corridor, and the County's Strategic plan, which seeks to build increased transit access in the county.

US-70 continues through Swannanoa, connecting the area to the Town of Black Mountain. Sidewalk and pedestrian infrastructure along this stretch of US-70 remains a county priority, but at this time future study is needed to determine the specific infrastructure and alignment needs of this area. The area between Black Mountain and Swannanoa is part of the planned Fonta Flora State Trail, and will additionally be considered during the County's Swannanoa Small Area and Resilience Plan process. Pedestrian infrastructure development in this section of the US-70 corridor will follow the recommendations of these processes and is therefore not included in this funding request.

Project 5 of this work performs sidewalk repairs on 1,746 linear feet of sidewalks on Whitson Avenue in the Beacon Village residential area, and extends sidewalks along US-70 from Patton Cove road to Whitson Avenue, and within the Beacon Village residential area along Park Street, North Avenue, South Avenue, Railroad Street, and Alexander Place. The Beacon Village is the historic core of Swannanoa, centered around the former site of the Beacon Blanket Manufactuing facility. It provides a residential anchor to the surrounding commercial area, and is home to numerous community-supported small businesses, including Terra Nova Beer Company, Short Sleeves Coffee, and Ovenbird Kitchen. Improved sidewalk and curb infrastructure in this area would provide strong walkability benefits for businesses in Beacon Village, and connect customers in the largest abutting residential area in this project zone to their commercial district. Further, this work would support the existing pedestrian traffic in this area: the 1/3 mile stretch of US-70 in this project is home to two bus stops on Asheville's 170 bus route, and has seen 4 pedestrian or bicycle accidents since 2015, including 1 pedestrian fatality. Safety improvements in this area can address an existing need and increasing existing walkability to businesses in the area.

DESCRIBE THE ANTICIPATED OUTCOMES.

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.
Outcomes could include but are not limited to the number of feet/miles of water/sewer lines being replaced or repaired, number of feet/miles of sidewalk or curb improvements, number of small businesses improved/assisted, etc, in the applicable cost categories:

•water
•sewer
•gas
•telecommunications
•high-speed broadband
•electric utility
•sidewalk and curb infrastructure

Direct outputs of this project will consist of repair and extension work on curb and sidewalks infrastructure in Swannanoa, totaling to 4.71 miles of sidewalk infrastructure improvements. If fully funded, this project would create an uninterrupted sidewalk network from the City of Asheville to Swannanoa's central commercial area, improving pedestrian infrastructure in the county's fastest growing area. These improvements will serve small businesses throughout the project area, allowing for increased foot traffic and pedestrian access to commercial properties in one of the areas most impacted by Tropical Storm Helene.

Sidewalk and curb infrastructure of this type offers direct benefits to low-income residents, seniors, and those without vehicles, including the commercial access benefits mentioned above as well as safety and transportation benefits. Compared to other possible solutions to these issues, such as public transportation services, other roadway improvements, or more targeted spot improvements in the right of way, sidewalk extensions are the most effective solution to these needs. Safe access to work, school, services and transit directly supports residents and underserved populations, and lays the groundwork for broader economic benefits in the project area.

Project 5 of this effort, Swannanoa Commerical, will consist of 1.2 miles (2,183 yards) of sidewalk infrastructure work, consisting of 1746 feet of repair to sidewalks on Whitson Avenue, and .8 miles of extension to sidewalks on US-70, North Avenue, South Avenue, Park Street, Alexander Place, and Railroad Street. This project serves numerous small businesses, detailed in the attached list document.

DESCRIBE THE PROJECT SUSTAINABILITY.

*Describe how this project will provide long-term and sustainable solutions for recovery of the business(es) involved in the project.

Sidewalks along the US-70 corridor support the long-term and sustainable recovery of businesses in the area by improving customer access to businesses through pedestrian, transit, or multi-modal uses. This project advances the longer-term goal of creating a walkable core in Swannanoa and developing Swannanoa as a commercial and residential destination in its own right, a strategy shown to improve local business outcomes around the country. Expanded pedestrian infrastructure along US-70 outside of the commercial core provides "shoulder" pedestrian access to this commercial center, as well as connecting residents outside of central Swannanoa to adjacent businesses areas in Asheville and Black Mountain. Buncombe county anticipates these sidewalk investments will reduce retail vacancies in the area, attracting residents and workers. These infrastructure improvements provide support for future development in the corridor, such as the Beacon Bike Park and the planned Fonta Flora State Trail. As one of the fastest-growing areas in the county before the storm, Swannanoa is undergoing additional planning for these efforts via the county's Swannanoa Small Area and Resilience Plan process. Overall, improved pedestrian infrastructure in the US-70 corridor through Swannanoa allows this disaster-impacted community to rebuild with economic resilience in mind.

Upon completion of these sidewalks with NC DOT, Buncombe County will assume ownership and maintenance responsibilities for the sidewalks. If awarded funds, the county will amend existing maintenance policies to guide the upkeep of this infrastructure and support future sidewalk construction in the county. The ability of the county to maintain this infrastructure ensures businesses are not negatively impacted by any external costs.

Project 5 of this effort supports small businesses along the US-70 corridor and the Beacon Village neighborhood, an area that was uniquely devasted by Tropical Storm Helene. As the community rebuilds, sidewalk infrastructure repairs and extensions can support additional foot traffic to businesses in this area. Infrastructure of this type additionally positions Swannanoa well for future development: this project area contains the under-development Beacon Bike Park, with plans for additional commercial development on the site in progress. Sidewalk repairs in this area directly support the recovery of the area, and improve safety, access and equity in the commercial core of Swannanoa.

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT.

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

•water
•sewer
•gas
•telecommunications
•high-speed broadband
•electric utility
•sidewalk and curb infrastructure

Buncombe County is working with NCDOT to develop a complete work plan and construction timeline based on NCDOT estimates and contractor cost proposals. Based on initial consultation with NCDOT, the county estimates the project will progress through three phases: Design (estimated 9 months from project start date), Right of Way (estimated 6 months), and Construction (estimated 12 months). This timeline should allow for the project to be completed within the allowable timeframe.

The primary project activities this application proposes are planning and engineering design of sidewalk improvements, request for proposal generation and contractor engagement, and construction management activities. All of the activities described above are direct contributions to restoration and improvement of infrastructure in the project area and fall into the specific cost categories of sidewalk and curb material, labor, planning, and construction costs.

Construction and engineering management work for this project will be conducted by NCDOT, including contracting out for construction of approved sidewalks. Buncombe County will be responsible for the financial management of the project, including the biannual reporting requirements.

Application
App-001118

Details | Application | Checklist | **Cost Categories**

Project Budget	
Total Amount Approved:	$979,069.00
Total Amount Requested:	$979,069.00
Other Federal Resources:	$0.00
State Resources:	$0.00
Local Resources:	$0.00
Total Leveraged Resources:	$0.00
Total Project Resources:	$979,069.00

NAME	COST CATEGORY	ACTIVITY	AMOUNT REQUESTED	AMOUNT APPROVED	OTHER FEDERAL RESOURCES	STATE RESOURCES	LOCAL RESOURCES	TOTAL
ACC-0020502	Infrastructure	Administration	$75,313.00	$14,686.00	$0.00	$0.00	$0.00	$75,313.00
ACC-0020503	Infrastructure	Electric Utility	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020504	Infrastructure	Public Water Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020505	Infrastructure	Public Sewer Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020506	Infrastructure	Public Gas Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020507	Infrastructure	Telecommunications	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020508	Infrastructure	High-speed Broadband	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020509	Infrastructure	Sidewalk and Curb Infrastructure	$903,756.00	$964,383.00	$0.00	$0.00	$0.00	$903,756.00
		TOTALS:	$979,069.00	$979,069.00	$0.00	$0.00	$0.00	$979,069.00

EXHIBIT B
PAYMENT SCHEDULE

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if the Department deems such a visit is necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via Rural Connect Portal;
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

EXHIBIT C
REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th-for each year that the grant remains open. The final report is due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via Rural Connect Portal.

Small Business Infrastructure Grant Program

I. FUND OVERVIEW

North Carolina Session Law 2025-02 transferred funds from the State Emergency Response and Disaster Relief Fund ("SERDRF") to the Hurricane Helene Disaster Recovery Fund and allocated $55 million from the Disaster Recovery Act of 2025 – Part I to the North Carolina Department of Commerce (the Department), Rural Economic Development Division (the REDD) for the **Small Business Infrastructure Grant program (SmBIZ)** to help local governments and small businesses impacted by Hurricane Helene rebuild and repair critical infrastructure, restore and resume functions and operations, and support economic recovery and sustainability. The **SmBIZ** program will offer grants to local governments for infrastructure projects that will target and support small businesses that employ 150 or fewer employees and that were adversely impacted by Hurricane Helene. Funding will be awarded on a first-come, first-served basis.

Grants awarded under this program must be used by local governments to address qualifying infrastructure needs that the Department, in consultation with applicant local governments and small businesses, determines were damaged by Hurricane Helene and adversely affect access to, or operations of, the identified small businesses.

REDD will administer SmBIZ in accordance with State law.

II. PURPOSE OF THE FUND

- Provide financial assistance for **community recovery and resilience** to communities specifically impacted by Hurricane Helene, helping to bring back vital services for small businesses and entrepreneurs.
- **Restore and repair critical infrastructure,** allowing small businesses to resume function and operations to support economic recovery and sustainability.
- Assist in **restoring or expanding small businesses'** ability to attract customers to business districts to help retain business, expand access, spur private investment to create stability, and leverage resources to create resiliency and economic growth.

III. ELIGIBLE APPLICANTS

Eligible applicants are those local governments impacted by Hurricane Helene and designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene (the "Affected Area"). Special consideration will be given to local governments in Tier 1 and Tier 2 Counties.

For the purposes of this program, a local government is defined as a city or county within the state of North Carolina.

IV. ELIGIBLE PROJECTS AND EXPENSES

Qualifying infrastructure must serve one or more businesses within the Affected Area, must have been damaged by Hurricane Helene, and must not be owned or maintained by the small business or businesses. Infrastructure may include but will not be limited to the following activities:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

Eligible expenses may also include planning, material, labor, and administration to complete public infrastructure improvements.

Ineligible expenses include:

- improvements to privately owned infrastructure;
- projects that address building construction; and
- land acquisition costs or fees except for those associated with public easements for the project.

V. FUNDING AMOUNTS

The maximum grant amount is **$1M per project**, with some restrictions on specific activities. There is no minimum grant amount. The total grant amount per county in the Affected Area will not exceed ten percent (10%) of the total funds appropriated for the SmBIZ program.

Applicants should consider feasibility as it relates to the overall cost of any project. Grant administration costs are limited to one and a half percent (1.5%) of the awarded grant total. Applicants that receive funding approval for project(s) may charge the cost of application preparation. No more than $3,500 may be charged to the SmBIZ program for the preparation of the application if a grant is awarded. This cost would be included in the maximum of one and a half percent (1.5%) allowed for administration. No other costs incurred prior to grant awards are eligible for reimbursement.

Applicants may request that up to twenty percent (20%) of the total grant award be allocated in advance without providing proof of payment. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be allocated in advance. All remaining

funds not issued in advance will be allocated to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

Applicants may request that up to twenty percent (20%) of the total grant award be issued in advance without providing proof of payment by providing specific information and documentation to the Department. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be issued in advance. All remaining funds not issued in advance will be distributed to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if deemed necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via Rural Connect Portal;
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

VI. APPLICATION PROCESS

Local governments seeking funds from the SmBIZ program are required to submit a formal application to the North Carolina Department of Commerce through the online grants management portal, Rural Connect Portal.

Funding is awarded on a first come, first served basis. A full and complete application, including all necessary supporting documentation, can be submitted beginning May 1, 2025.

Upon receipt of a full application and consideration of the application relative to the criteria set forth in NC Session Law 2025-02 and these Guidelines, the REDD shall determine whether the proposed project should receive an award of a grant under the SmBIZ program.

Applications will be reviewed in the order they are received, according to the submission time and date, as recorded in the portal.

Awards will be granted on or before the dates listed in the schedule below and are subject to available funding.

Incomplete or ineligible applications may be disqualified.

Applicants will be notified in writing regarding the status of their project via an award or declination letter. If a grant is awarded, the REDD then will provide grantees with grant administration contracts in order to execute the terms of the grant. Projects must be completed within thirty-six (36) months of the award, unless an extension is granted by REDD in writing.

Award Schedule:

June 30, 2025
October 31, 2025
February 28, 2026
June 30, 2026

VII. APPLICATION REQUIRMENTS

In the Rural Connect Portal, grantees should use the following as guidance to complete the SmBIZ program application.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY:

Provide a detailed description of the qualifying infrastructure needs. Descriptions must include:

- summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure;

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT:

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE PROJECT TIMELINE: (Submit as an Attachment)

Please provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE ANTICIPATED OUTCOMES:

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

- Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the following applicable cost categories:

    - water;
    - sewer;
    - gas;
    - telecommunications;
    - high-speed broadband;
    - electric utility; and
    - sidewalk and curb infrastructure.

DESCRIBE THE PROJECT SUSTAINABILITY:

Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

VII. PROCUREMENT

Grantees must follow all local, state, and federal laws and ordinances as they pertain to procurement. More information on the State of NC procurement can be found here.

VIII. MONITORING PROCESS

REDD will monitor the project through various mechanisms, including review of semi-annual reports received from the grant recipient; phone, email, and/or letter correspondence; receipt of all published press articles about the project as provided to REDD by the local government; and on-site monitoring visits by REDD staff, as necessary.

IX. REPORTING REQUIREMENTS

Progress reports will be due on January 15th and July 15th for each year the grant remains open. The final report will be due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant, including time extensions.

Failure to submit progress reports as required:

5. will result in non-payment of payment requests;
6. may result in the immediate termination of the grant;
7. may result in the demand for immediate repayment of any funds paid by REDD; and
8. will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via the Rural Connect Portal.

X. LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

The local government will be responsible for managing the day-to-day operations of the activities funded by the SmBIZ program to ensure the funds are used in accordance with all program requirements and written agreements and will take action when performance problems arise. Specifically, the local government will be responsible for the following:

- **Management and Oversight**: The local government is legally, financially, contractually, and programmatically responsible for the project. The local government is responsible to the State of North Carolina, even if the local government employs a contract administrator or contracts with a sub-recipient for the project.
- **Financial Management**: The local government must ensure proper accounting of funds to avoid disallowed costs. This includes accurately identifying project costs and cash balances and maintaining proper internal controls.
- **Statement of Assurances and Certifications**: The local government's elected officials and administrators should read and understand these documents and the implementation obligations.
- **Grant Agreement:** If awarded, the local government will receive a grant agreement and funding approval from the State. These documents are contractually binding and cannot be
- changed without the State's written approval.

XI. PROJECT AMENDMENTS

Prior to making any change to the approved application, grantees should contact the program manager to discuss any proposed changes.

XII. USE OF NC LICENSED PROFESSIONALS

REDD strongly recommends the use of North Carolina licensed professionals on construction projects. This includes housing inspectors, electricians, HVAC installers and repairers, plumbers, and general contractors. However, it is important to note that bids and dwellings that are $30,000 and greater can ONLY BE ACCEPTED BY A LICENSED GENERAL CONTRACTOR, licensed by the State of North Carolina per Article 1 of Chapter 87 of the General Statute.

XIII. OTHER REQUIREMENTS AND ATTACHMENTS

Recipients will be required to comply with any subsequent requirements issued by REDD. Consult the Required Attachments section in the application. Please note that if key items are not submitted with the application, your project could be disqualified.

XIV. APPLICATION CHECKLIST

Applicants should review the Grant Application Checklist to verify the information and documentation needed to apply for funds.

1. **Local Government Information**
   - Local Government name
   - Local Government contact name, title, telephone, address, email
   - Unique Entity ID
2. **Project Contact Information (if applicable)**
   - Project Contact name
   - Project Contact title, telephone, address, email
3. **Project Information**
   - Project Title
   - Project Description – Provide a short description of your project.
4. **Property Information (if applicable)**
   - Census Tract Number
   - Property Address
   - Legal Name of Property Owner
   - National Register of Historic Places Listing
5. **Narrative Questions:**

1. Provide a detailed description of the qualifying infrastructure needs. Description must include:
   - summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
   - list of each business affected, including business address or addresses;

- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure.

2. Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:
    - water;
    - sewer;
    - gas;
    - telecommunications;
    - high-speed broadband;
    - electric utility; and
    - sidewalk and curb infrastructure.

3. Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.
    - Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the applicable cost categories:
        - water;
        - sewer;
        - gas;
        - telecommunications;
        - high-speed broadband;
        - electric utility; and
        - sidewalk and curb infrastructure.

4. Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

5. Budget

Project Expense	Activity	Federal	State	Local	Total
Water					
Sewer					
Gas					
Telecommunications					
High-speed broadband					
Electric Utility					
Sidewalk and curb infrastructure					
Administration					
TOTAL					

6. Upload Documents

- Map of project area
- Project Timeline
  1. Provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories.
- Certified Cost Estimates
  - Include a professional project budget including all revenue and expenditures allocated for each of the applicable cost categories.
- Local Government Resolution
- Preliminary Engineering Report (PER)
- Photos of the damage and infrastructure to be repaired
- NCUI101 Forms
  - Include a form from the most recent quarter for each small business included in the project.
- Executed Local Government Certifications Document
  - Form available: www.commerce.nc.gov/SmBIZ
- State Historic Preservation Office documentation/ National Registry of Historic Places documentation or provide a statement of explanation if these do not apply to your project.

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

September 4, 2026

Amanda Edwards
Chair, Board of County Commissioners
Buncombe County
200 College St
Asheville, NC 28801

Re: Contract Agreement for Grant Number SA-0458; Your Signature and Reply is Requested
Project Title: "Swannanoa Sidewalks Repair – Beacon Village Railroad Alexander, and South

Dear Chair Edwards:

This contract document is required to finalize the grant award for funding as described in the Disaster Recovery Act of 2025 – Part I. Below is a description of the documents included along with an explanation of each.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Small Business Infrastructure Grant Application	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request payments from the Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Small Business Infrastructure Grant Program Guidelines	No Signature Required

Please execute this document and return a copy to nichole.gross@commerce.nc.gov. A copy of this document and all others pertaining to the project will be available and accessible through the Rural Connect Portal. If you have any questions, or if I can be of any assistance, please contact me, hazel.edmond@commerce.nc.gov or please contact your program manager, nichole.gross@commerce.nc.gov.

Sincerely,

Hazel S. Edmond

Hazel S. Edmond, Director
Rural Engagement & Investment Programs

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Small Business Infrastructure Grant Agreement (the "Agreement") with **Buncombe County** (the "Local Government"), each being referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to assist with disaster recovery;

WHEREAS, the General Assembly, in the Disaster Recovery Act of 2025 – Part I (North Carolina Session Law 2025-02) (the "Act"), transferred funds from the State Emergency Response and Disaster Relief Fund ("SERDRF") to the Hurricane Helene Disaster Recovery Fund (the "Helene Fund");

WHEREAS, in Section 2A.2(4) of the Act, the General Assembly appropriated Fifty-Five Million Dollars ($55,000,000) from the Helene Fund for the Small Business Infrastructure Grant Program (the "Program");

WHEREAS, under Section 2F.1(a) of the Act, the Program is to be administered by Commerce;

WHEREAS, the General Assembly has created the Rural Economic Development Division ("REDD") within Commerce, and REDD will be responsible for administering the Program;

WHEREAS, the purpose of the Program is to provide grants to eligible local governments to expedite infrastructure repairs impacting the operation and patronage of small businesses in the Affected Area;

WHEREAS, under Section 2F.1(c) of the Act, the General Assembly has authorized Commerce to review applications for grants under the Program and, where appropriate, award grants to eligible local governments on a first-come, first-served basis; and

WHEREAS, pursuant to the Act, and based on the application filed by the Local Government (the "Application") and any subsequent materials supporting the Application that have been approved of by Commerce in writing as of the Effective Date, all of which are included as Exhibit A and are incorporated by reference herein, Commerce has approved a grant to the Local Government (the "Grant); and

WHEREAS, without limitation, Commerce awarded the Grant: (1) based on the Application filed by the Local Government and the certifications contained therein and (2) for the completion of the Project (as defined below), as summarized in the Application.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. DEFINITIONS

1.1 "Act" means The Disaster Recovery Act of 2025 – Part 1 (N.C.S.L. 2025-02).

1.2 "Affected Area" means the counties designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene.

1.3 "Agreement" means this Small Business Infrastructure Grant agreement between the Local Government and the Department of Commerce, as amended, modified, revised, or supplemented from time to time and including the documents set forth in the Preamble and the Exhibits listed in Paragraph 5.14.

1.4 "Application" has the meaning set forth in the Preamble.

1.5 "Commerce" means the North Carolina Department of Commerce.

1.6 "Effective Date" has the means **7/30/2026**.

1.7 "Eligible Local Government" means a city or county, as defined in N.C. Gen. Stat. §§ 160A-1 and 153A-1, located in an Affected Area.

1.8 "General Assembly" means the North Carolina General Assembly.

1.9 "Grant" means the Small Business Infrastructure Grant awarded to **Buncombe County** on **7/30/2026** by Commerce and subject to the terms and conditions of this Agreement.

1.10 "Grant Term" means the effective period of this Agreement beginning on **7/30/2026** ("Effective Date") and terminating on **7/30/2029** unless terminated on an earlier date under the terms of this Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term agreed upon in writing by the Local Government and Commerce.

1.11 "Local Government" means **Buncombe County**, a county, in North Carolina.

1.12 "Project" means repair or reconstruction of the **Sidewalk & Curb Infrastructure**, as described in the Application.

1.13 "Project Change" means any material alteration, addition, deletion, or expansion of the Project, including but not limited to material changes to construction or rehabilitation and any filing of bankruptcy by the Local Government.

1.14 "Qualifying Infrastructure Needs" means water, sewer, gas, telecommunications, high-speed of businesses located in an Eligible Local Government and damaged by Hurricane Helene that, until repaired, inhibits access to or operations of one or more of those Small Businesses (as defined below). For purposes of the Agreement, infrastructure owned by the Small Business(es) or for which the Small Business(es) is/are responsible for maintaining is not included.

1.15 "REDD" has the meaning set forth in the Preamble.

1.16 "Secretary" means the Secretary of the North Carolina Department of Commerce.

1.17 "Small Businesses means

Blunt Pretzels, LLC	Limited Liability Company	NC

a business with a physical presence in the Affected Area that employs/ one hundred fifty (150) or fewer employees, as identified in the Application.

1.18 "State" means the State of North Carolina and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the Local Government

a) The Local Government makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to Commerce's decision to enter into this Agreement and to its determination that the Local Government is eligible for a grant with respect to the Project, and the Local Government further agrees that each representation and warranty shall be true, accurate, and complete as of the date of execution and delivery of this Agreement and as of the date of any disbursement of Grant funds:

b) The execution and delivery of this Agreement have been duly authorized by all necessary Local Government action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Local Government is a party or by which it is bound.

c) To the knowledge of the Local Government, no action or legal proceeding is threatened against it or affecting it that may adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the abilities of the Local Government to discharge its obligations under this Agreement. If it is subsequently found that such an action, suit, proceeding, or investigation did or could threaten or affect the development and/or completion of this Project, the Local Government shall be liable to Commerce for repayment of the entire amount of the Grant, and this Agreement may be terminated by Commerce, effective upon notice of such termination.

d) No approval is necessary, or if any approval is necessary, all such approvals have been obtained from any governmental authority as a condition to the execution of this Agreement by the Local Government. The Local Government shall provide Commerce with evidence of the existence of any such necessary approvals at the time of the execution of this Agreement.

e) The Local Government is solvent.

f) The Local Government shall provide Commerce with any information it obtains with regard to the Project. Additionally, at Commerce's request and on Commerce's behalf, the Local Government shall exercise any rights of the Local Government to access, obtain, review, or monitor such information in the possession of third parties, including any Business.

g) The Local Government shall exercise all of its rights and duties under this Agreement in a prudent and timely manner to ensure the use of the Grant funds for their intended purposes and objectives and to preserve the rights of Commerce in this Agreement.

h) If the Local Government fails to timely repay Commerce any Grant funds upon request and as directed, and, at its sole discretion, Commerce elects to initiate legal proceedings against the Local Government for such repayment, the Local Government is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

i) The Local Government qualifies as an Eligible Local Government.

j) The County in which the Local Government sits qualifies as an Affected Area.

k) The Small Business is a business with a physical presence in the Affected Area that employ one hundred fifty (150) or fewer employees.

l) The Project addresses a Qualifying Infrastructure Need that adversely affects access to or operations of the Small Business identified in the Application.

m) The infrastructure to be repaired by the Project was damaged by Hurricane Helene.

n) The Small Business do not own the infrastructure to be repaired by the Project and is not responsible for maintaining the infrastructure to be repaired by the Project.

o) The Small Business identified in the Application was adversely impacted by Hurricane Helene, and the resulting damage to infrastructure has inhibited access to or operations of the Business.

p) The Small Business identified in the Application will benefit from the Project.

q) The Local Government will use the Grant Funds only for purposes of repairing the Qualifying Infrastructure Needs identified in the Application, as permitted under this Agreement and under the Act.

2.2 Changes in the Project or Other Conditions.

(a) There shall be no Project Change unless expressly approved by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

(b) Additionally, the Local Government immediately shall provide written notice to Commerce of any change in conditions, local law, or any other event which may significantly affect its ability

to oversee, administer, or perform this Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event to constitute a Project Change.

SECTION 3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Project Details

(a) The Local Government represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

(b) The Project will commence on **7/30/2026.**

(c) The infrastructure is to be repaired as described in the Application.

(d) The Small Business is located,

Business Name	**Physical Address**
Blunt Pretzels, LLC	120 Alexander Plz Swannanoa, NC 28778

utilize the infrastructure to be repaired, and have been negatively impacted by damage to the infrastructure, as described in the Application.

(e) The Project will be completed on or before **7/30/2026.** If the Local Government anticipates a delay in the Project, the Local Government will provide timely notice, in writing, to Commerce of the delay and the anticipated date of completion. Commerce, in its sole discretion, then will provide written consent to an extension of the Project End Date.

3.2 Grant Funds

(a) Commerce grants to the Local Government an amount not to exceed **$786,291** for expenditures directly related to the Project. If Commerce determines that the actual costs of the Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Local Government determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce, in writing, and return any surplus Grant funds to Commerce within thirty (30) days of making that determination.

(b) Grant funds will be distributed to the Local Government in accordance with the Payment Schedule established in Exhibit B. For those funds not distributed in advance (in accordance with Exhibit B), the Local Government will complete a Payment Request Form (provided by Commerce), along with invoices and proof of payment, and submit said form and documentation to Commerce. Upon receipt and review of the Payment Request Form and attached documentation, Commerce will disburse payment to the Local Government. Commerce may, in its sole discretion, request additional documentation of expenses from the Local Government prior to disbursement of Grant funds.

(c) If Grant funds are distributed in advance, the Local Government will provide proof that those advanced funds were used exclusively for the purpose of the Project. Such proof will be provided according to the terms of Exhibit B. Should the Local Government fail to provide such proof within sixty (60) days of receipt of the advanced distribution, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted to and approved by the Department.

(d) The Local Government shall use Grant funds exclusively for the purpose of the Project, as described in the Application, and consistent with all applicable State, federal, and local laws, rules, regulations, and requirements (including, without limitation, all language in the Act regarding this funding). The Local Government shall not make or approve of any improper expenditure of Grant funds.

(e) The Local Government may use Grant funds for administrative purposes, provided those administrative expenses do not exceed [one and a half percent] (1.5%) of the total Grant funds awarded to the Local Government.

(f) The Local Government shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days, unless Commerce terminates the Agreement pursuant to Paragraph 3.3 below, in which case any expenditures shall be made pursuant to the requirements of that Paragraph.

(g) The obligations of the State (including but not limited to REDD and Commerce) to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, Commerce has the right to terminate this Agreement by giving written notice to the Local Government. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice of termination. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

a) Termination

a) If the Local Government fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, the Local Government agrees that Commerce has the right to terminate this Agreement by giving the Local Government written notice of termination. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Local Government. Upon such termination, Commerce shall have no responsibility to make additional Grant payments under this Agreement. Upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
b) The terminations and remedies addressed in this Section 3.3 are in addition to those terminations and other remedies set forth elsewhere in this Agreement.

3.4 Project Records

(a) The Local Government shall maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

(b) The Local Government shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved. Similarly, if litigation or other action arising out of or related in any way to this Project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.5 Monitoring, Reports, and Auditing

(a) The Local Government shall ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Agreement. Additionally, the Local Government shall regularly monitor all performance of Grant-supported activities, including activities performed by any third party.

(b) The Local Government will comply with the Reporting Schedule established in Exhibit C. The Local Government shall submit progress reports on or before January 15th and July 15th of each year of the Grant Term. The first of these reports shall be due on or before January 15, 2026. The Local Government also shall submit a final report upon the earlier of: (i) the date of completion of the Project or (ii) no later than thirty (30) days following the Termination Date. These reporting requirements shall be completed as directed by REDD staff and shall remain in effect for the entire Grant Term, including any extension to the Grant Term.

(c) The Local Government acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Local Government and are subject to change from time to time. Upon completion, the Local Government shall forward to Commerce one copy of any audited financial statements and accompanying reports generated during the period between the Effective Date and Termination Date of this Agreement.

(d) The Local Government shall grant the State and any of its related agencies, commissions, or departments (including, without limitation, Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget Management, and the Joint Legislative Commission on Governmental Operations) and an of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents in the possession of the Local Government or any third-party or business relating to the Agreement or the Project. In

addition, the Local Government shall comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, REDD or Commerce) for financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

SECTION 4. WAIVER

4.1 No Waiver by the State

(a) Failure of the State at any time to require performance of any term or provision of this Agreement shall not affect the rights of the State to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein at a later date. No waiver by the State of any condition or the breach of any term, provision, or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall not operate as a continuing waiver of any such condition or of a future breach of any other term, provision, or representation.

4.2 Waiver of Objections to Timeliness of Legal Actions

(a) The Local Government waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including REDD or Commerce) to enforce its rights under this Agreement. This waiver includes any objections the Local Government may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Independent Status of Local Government

(a) The Local Government and any third party are entities independent from the State and any agency or employee thereof. The Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the State, the Local Government, and/or any third party, nor shall the Agreement or the Project be construed to make the Local Government (including its employees, agents, members, or officials) or any third party employees, agents, members, or officials of the State. Neither the Local Government nor any third party shall have the ability to bind the State or any agency, division, or employee thereof to any agreement for payment of goods or services or represent to any person that they have such ability.

5.2 Liabilities and Loss

(a) The Local Government hereby agrees to release, indemnify, and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Local Government or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Local Government hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost,

or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Local Government or of any third party or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

5.3 Additional Repayment Requirements and Remedies

(a) The repayment requirements and remedies addressed in this Section 5.3 are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b) If there is a breach of any of the requirements, covenants, or agreements in this Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Local Government agrees that Commerce may require repayment from the Local Government of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Local Government has already received under this Agreement.

5.4 Non-discrimination.

(a) The Local Government agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

5.5 Conflict of Interest.

(a) The Local Government shall adopt and keep on file, along with the executed copies of this Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Local Government's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance, or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Local Government's employees, officers, or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Local Government or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Local Government certifies that, as of the date it executes this Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the Grant Term and for the duration of the Project, the Local Government has the duty to inform Commerce promptly of any such conflict of interest or direct or indirect benefit of which it becomes aware.

5.6 Compliance with Laws.

(a) The Local Government shall at all times observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, "Laws") of the state, federal, and local governments which may in any manner affect the performance of the Agreement or the Project. This includes compliance with any and all State and federal environmental laws and regulations.

5.7 Non-Assignability.

(a) The Local Government shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce, provided, however, that claims for money due to the Local Government from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

5.8 Other Agreements.

(a) The Local Government understands and consents that, if it is a party to a separate grant agreement or loan with the State, then full compliance with that separate grant agreement or loan and with this Agreement is required. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in the discretion of Commerce.

5.9 Notice.

(a) All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows, or when submitted via electronic mail as follows:

If to the Department of Commerce : Attn: **Hazel Edmond, Director**
North Carolina Department of Commerce Rural Economic Development Division 301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346
Email: hazel.edmond@commerce.nc.gov

If to the Local Government: Attn: **Amanda Edwards, Chair**
Buncombe County
200 College St
Asheville, NC 28801
Email:
amanda.edwards@buncombenc.gov

or addressed to such other address or to the attention of such other individual as Commerce or the Local Government shall have specified in a notice delivered pursuant to this subsection.

All notices required or permitted to be delivered hereunder and all communications in respect hereof also shall be deemed given when submitted to the Rural Connect Portal.

5.10 Entire Agreement.

(a) This Agreement supersedes all prior agreements between or among Commerce and the Local Government with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified, or altered, except pursuant to a writing signed by both Commerce and the Local Government.

5.11 Execution.

(a) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

5.12 Construction, Jurisdiction, and Venue.

(a) This Agreement shall be construed and governed by the laws of the State of North Carolina.

(b) The Local Government agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

5.13 Severability

(a) Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.14 Exhibits

(a) The following Exhibits are hereby incorporated by reference as though set forth in their entirety herein:
   i. Exhibit A –Small Business Infrastructure Development Grant Project Application
   ii. Exhibit B – Payment Schedule
   iii. Exhibit C – Reporting Schedule
   iv. Exhibit D – The Small Business Infrastructure Development Grant Guidelines

SECTION 6. ACCEPTANCE

6.1 Return of Documents

(a) If the Local Government agrees to the Agreement terms and conditions as stated, the Local Government will execute the Agreement, as directed by REDD staff. This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Local Government.

6.2 Conditions of the Agreement

(a) An authorized signatory of the Local Government shall execute the Agreement in its exact form, unless Commerce approves a change to its terms in writing.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Buncombe County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature:  [SEAL]

Printed Name: Reginald Speight

Title: Assistant Secretary for Rural Economic Development

Date: 9/4/2026

EXHIBIT A
SmBIZ Project Application

Application
App-001205

Details | Application | Checklist | Cost Categories

Information

Application Name: App-001205	Status: Approved
Account: Buncombe County	External Status: Approved
Account Address: 200 College St Asheville, NC 28801	Original Submitted Date: 2/27/2026, 12:28 PM
Program: Rural Engagement and Investment Fund	Submitted Date/Time: 6/25/2026, 11:36 AM
Grant: Small Business Infrastructure Grant Program	Approved Date/Time: 7/30/2026, 2:26 PM
External Grant Administrator Account:	County: Buncombe
Project Title: Swannanoa Sidewalks Repair and Extension – Beacon Village Railroad, Alexander, and South	County Tier: 2
	Prosperity Zone: Western

Project Description

Project Description

Buncombe County is submitting this application for an additional sidewalk infrastructure repair and expansion project in the Swannanoa Beacon Village commercial area. Swannanoa is an unincorporated area within the county that saw significant flood damage from Tropical Storm (T.S.) Helene. This project will repair and extend sidewalks in Beacon Village, restoring and expanding small businesses' ability to attract customers and recover from T.S. Helene.
This project will repair and extend existing sidewalks on Alexander Pl, South Ave, and Railroad St that were damaged and impact by Tropical Storm Helene.
Buncombe County requests $1,000,000 to complete this work.

Contact Information

Contact: Elizabeth Odderstol	External Grant Administrator:
Chief Elected Official Contact: Amanda Edwards	Chief Administrative Officer: Avril Pinder

Funding Information

Original Grant Amount: $786,291.00	Total Other Federal Resources: $0.00
Grant Amount Requested: $1,000,000.00	Total State Resources: $0.00
Total Project Resources: $1,000,000.00	Total Local Resources: $0.00
	Total Leveraged Resources: $0.00

Narrative Questions

Please refer to the SmBIZ Guidelines for the information that should be included in your narrative responses. Please provide complete and detailed responses.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY.

Provide a detailed description of the qualifying infrastructure needs. Description must include:

•Summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;

•Description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;

•Details of damage to infrastructure and immediate risks due to damage;

*•Explanation of any proposed repairs to improve durability and sustainability of infrastructure

The unincorporated Swannanoa community in Buncombe County experienced some of the most significant flood damage from Tropical Storm Helene. In the aftermath of the storm, the community needs additional investment in order revitalize its economy and build back better. The Small Business Infrastructure Grant (SmBIZ) offers an opportunity to repair and extend the community's sidewalk infrastructure, increasing multi-modal access to the small businesses in the area and serving a need currently unmet through other grant opportunities.

As a result of Tropical Storm Helene, businesses in the Swannanoa valley experienced 13 inches of rain, and record flooding along the Swannanoa River. In the aftermath, the community faced an extended time without utility services. Swannanoa in particular experienced over three of weeks without water service of any kind, seven weeks before potable drinking water was restored, three weeks with limited electricity, and over four weeks with no internet or cell service. At time of writing, the community is still suffering from numerous business closures, including the area's primary grocery store and community post office, raising fears of increased food deserts within the county.

Along with these impacts, sidewalks and pedestrian infrastructure was damaged. The repair and extension of sidewalks along this corridor would improve the community's access to local businesses by allowing increased foot traffic in the entire area. Additional infrastructure impacted but not factored into this grant includes roadway closures (Old US 70), loss of the Whitson Bridge, power lines, fiber optic cable, etc. Much of this has been replaced, but small business pedestrian infrastructure remains an unmet need.

Improvement to Swannanoa's sidewalk infrastructure will be critical to the area's recovery, revitalizing the economy and investing in the community's future. Sidewalks have been shown to improve local economies. One study found that streetscape improvements to pedestrian and cycling infrastructure can increase property values and attract new businesses, while further research concluded that pedestrian and cyclist visitors to retail businesses tend to have higher spending per trip. While these economic benefits are most realized in walkable commercial cores, similar in built environment to the Beacon Village area of Swannanoa, sidewalk infrastructure has been shown to improve economic outcomes for many businesses along an entire corridor. Improved walkability in Swannanoa supports high-value pedestrian traffic to small businesses, and as further development occurs along this corridor, the county has an opportunity to position Swannanoa as a commercial destination with numerous amenities, attracting customers from beyond the immediate area.

Sidewalks in this area improve the broader infrastructure health of the county, bringing the route into closer alignment with NC DOT's Complete Streets policy. The repair functions of this work include improved durability and sustainability of sidewalks originally built decades ago in the Swannanoa commercial area. These improvements will become more important as the former site of the Beacon manufacturing plant is redeveloped into park space for the community. Moreover, these projects are supportive of Buncombe County's 2043 Comprehensive plan, which identifies Swannanoa as a key growth corridor, and the County's Strategic plan, which seeks to build increased transit access in the county.

This project will included 1000 square yards of sidewalk repairs and extensions on Railroad, South, and Alexander streets in Beacon Village. The Beacon Village is the historic core of Swannanoa, centered around the former site of the Beacon Blanket Manufacturing facility. It provides a residential anchor to the surrounding commercial area and is home to numerous community-supported small businesses, including Ovenbird Kitchen. Improved sidewalk and curb infrastructure in this area would provide strong walkability benefits for businesses in Beacon Village and connect customers who live in the largest abutting residential area to their commercial district.

DESCRIBE THE ANTICIPATED OUTCOMES.

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

Outcomes could include but are not limited to the number of feet/miles of water/sewer lines being replaced or repaired, number of feet/miles of sidewalk or curb improvements, number of small businesses improved/assisted, etc, in the applicable cost categories:

•water

•sewer

•gas

•telecommunications

•high-speed broadband

•electric utility

•sidewalk and curb infrastructure

Direct outputs of this project will consist of repair and extension work on curb and sidewalks infrastructure in Swannanoa, totaling to 1,000 square yards of sidewalk infrastructure repairs and improvements. These improvements will serve small businesses throughout the project area, allowing for increased foot traffic and pedestrian access to commercial properties in one of the areas most impacted by Tropical Storm Helene.

Sidewalk and curb infrastructure of this type offers direct benefits to low-income residents, seniors, and those without vehicles, including the commercial access benefits mentioned above as well as safety and transportation benefits. Compared to other possible solutions to these issues, such as public transportation services, other roadway improvements, or more targeted spot improvements in the right of way, sidewalk extensions are the most effective solution to these needs. Safe access to work, school, services and transit directly supports residents and underserved populations and lays the groundwork for broader economic benefits in the project area.

DESCRIBE THE PROJECT SUSTAINABILITY.

*Describe how this project will provide long-term and sustainable solutions for recovery of the business(es) involved in the project.

Sidewalks in the Beacon Village commercial area support the long-term and sustainable recovery of businesses in the area by improving customer access to businesses through pedestrian, transit, or multi-modal uses. This project advances the longer-term goal of creating a walkable core in Swannanoa and developing Swannanoa as a commercial and residential destination in its own right, a strategy shown to improve local business outcomes around the country. Buncombe County anticipates these sidewalk investments will reduce retail vacancies in the area, attracting residents and workers. These infrastructure improvements provide support for future development in the corridor, such as the Beacon Bike Park and the planned Fonta Flora State Trail. As one of the fastest-growing areas in the county before the storm, Swannanoa is undergoing additional planning for these efforts via the county's Swannanoa Small Area and Resilience Plan process. Overall, improved pedestrian infrastructure in Beacon Village will allow this disaster-impacted community to rebuild with economic resilience in mind.

Upon completion of these sidewalks with NC DOT, Buncombe County will assume ownership and maintenance responsibilities for the sidewalks. If awarded funds, the county will amend existing maintenance policies to guide the upkeep of this infrastructure and support future sidewalk construction in the county. The ability of the county to maintain this infrastructure ensures businesses are not negatively impacted by any external costs.

This project will support small businesses in the Beacon Village neighborhood, an area that was uniquely devasted by Tropical Storm Helene. As the community rebuilds, sidewalk infrastructure repairs and extensions can support additional foot traffic to businesses in this area. Infrastructure of this type additionally positions Swannanoa well for future development: this project area contains the future site of the Beacon Bike Park, with plans for additional commercial development on the site in progress. Sidewalk repairs in this area directly support the recovery of the area, and improve safety, access and equity in the commercial core of Swannanoa.

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT.

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

•water
•sewer
•gas
•telecommunications
•high-speed broadband
•electric utility
•sidewalk and curb infrastructure

Based on initial consultation with NCDOT, the county estimates the project will progress through three phases: Design (estimated 9 months from project start date), Right of Way (estimated 6 months), solicitation of bids (2 months) and Construction (estimated 12 months). This timeline should allow for the project to be completed within the allowable timeframe.

Phase	Start Date	Duration
Grant Award	3/1/26	N/A
Design	3/1/26	12 months
ROW	1/1/27	9 months
Solicitation of Bids and awarding of contracts	9/1/27	2 months
Construction	11/1/27	12 months

The primary project activities this application proposes are planning and engineering design of sidewalk improvements, request for proposal generation and contractor engagement, and construction management activities. All of the activities described above are direct contributions to restoration and improvement of infrastructure in the project area and fall into the specific cost categories of sidewalk and curb material, labor, planning, and construction costs.

Construction and engineering management work for this project will be conducted by NCDOT, including contracting out for construction of approved sidewalks. Buncombe County will be responsible for the financial management of the project, including the biannual reporting requirements.

Application
App-001205

Details | Application | Checklist | **Cost Categories**

Project Budget	
Total Amount Approved:	$786,291.00
Total Amount Requested:	$1,000,000.00
Other Federal Resources:	$0.00
State Resources:	$0.00
Local Resources:	$0.00
Total Leveraged Resources:	$0.00
Total Project Resources:	$1,000,000.00

NAME	COST CATEGORY	ACTIVITY	AMOUNT REQUESTED	AMOUNT APPROVED	OTHER FEDERAL RESOURCES	STATE RESOURCES	LOCAL RESOURCES	TOTAL
ACC-0021616	Infrastructure	Administration	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0021617	Infrastructure	Electric Utility	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0021618	Infrastructure	Public Water Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0021619	Infrastructure	Public Sewer Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0021620	Infrastructure	Public Gas Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0021621	Infrastructure	Telecommunications	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0021622	Infrastructure	High-speed Broadband	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0021623	Infrastructure	Sidewalk and Curb Infrastructure	$1,000,000.00	$786,291.00	$0.00	$0.00	$0.00	$1,000,000.
		TOTALS:	$1,000,000.00	$786,291.00	$0.00	$0.00	$0.00	$1,000,000.

Save

EXHIBIT B
PAYMENT SCHEDULE

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if the Department deems such a visit is necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via Rural Connect Portal;
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

EXHIBIT C
REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th-for each year that the grant remains open. The final report is due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via Rural Connect Portal.

Small Business Infrastructure Grant Program

I. FUND OVERVIEW

North Carolina Session Law 2025-02 transferred funds from the State Emergency Response and Disaster Relief Fund ("SERDRF") to the Hurricane Helene Disaster Recovery Fund and allocated $55 million from the Disaster Recovery Act of 2025 – Part I to the North Carolina Department of Commerce (the Department), Rural Economic Development Division (the REDD) for the **Small Business Infrastructure Grant program (SmBIZ)** to help local governments and small businesses impacted by Hurricane Helene rebuild and repair critical infrastructure, restore and resume functions and operations, and support economic recovery and sustainability. The **SmBIZ** program will offer grants to local governments for infrastructure projects that will target and support small businesses that employ 150 or fewer employees and that were adversely impacted by Hurricane Helene. Funding will be awarded on a first-come, first-served basis.

Grants awarded under this program must be used by local governments to address qualifying infrastructure needs that the Department, in consultation with applicant local governments and small businesses, determines were damaged by Hurricane Helene and adversely affect access to, or operations of, the identified small businesses.

REDD will administer SmBIZ in accordance with State law.

II. PURPOSE OF THE FUND

- Provide financial assistance for **community recovery and resilience** to communities specifically impacted by Hurricane Helene, helping to bring back vital services for small businesses and entrepreneurs.
- **Restore and repair critical infrastructure,** allowing small businesses to resume function and operations to support economic recovery and sustainability.
- Assist in **restoring or expanding small businesses'** ability to attract customers to business districts to help retain business, expand access, spur private investment to create stability, and leverage resources to create resiliency and economic growth.

III. ELIGIBLE APPLICANTS

Eligible applicants are those local governments impacted by Hurricane Helene and designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene (the "Affected Area"). Special consideration will be given to local governments in Tier 1 and Tier 2 Counties.

For the purposes of this program, a local government is defined as a city or county within the state of North Carolina.

IV. ELIGIBLE PROJECTS AND EXPENSES

Qualifying infrastructure must serve one or more businesses within the Affected Area, must have been damaged by Hurricane Helene, and must not be owned or maintained by the small business or businesses. Infrastructure may include but will not be limited to the following activities:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

Eligible expenses may also include planning, material, labor, and administration to complete public infrastructure improvements.

Ineligible expenses include:

- improvements to privately owned infrastructure;
- projects that address building construction; and
- land acquisition costs or fees except for those associated with public easements for the project.

V. FUNDING AMOUNTS

The maximum grant amount is **$1M per project**, with some restrictions on specific activities. There is no minimum grant amount. The total grant amount per county in the Affected Area will not exceed ten percent (10%) of the total funds appropriated for the SmBIZ program.

Applicants should consider feasibility as it relates to the overall cost of any project. Grant administration costs are limited to one and a half percent (1.5%) of the awarded grant total. Applicants that receive funding approval for project(s) may charge the cost of application preparation. No more than $3,500 may be charged to the SmBIZ program for the preparation of the application if a grant is awarded. This cost would be included in the maximum of one and a half percent (1.5%) allowed for administration. No other costs incurred prior to grant awards are eligible for reimbursement.

Applicants may request that up to twenty percent (20%) of the total grant award be allocated in advance without providing proof of payment. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be allocated in advance. All remaining

funds not issued in advance will be allocated to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

Applicants may request that up to twenty percent (20%) of the total grant award be issued in advance without providing proof of payment by providing specific information and documentation to the Department. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be issued in advance. All remaining funds not issued in advance will be distributed to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if deemed necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via Rural Connect Portal;
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

VI. APPLICATION PROCESS

Local governments seeking funds from the SmBIZ program are required to submit a formal application to the North Carolina Department of Commerce through the online grants management portal, Rural Connect Portal.

Funding is awarded on a first come, first served basis. A full and complete application, including all necessary supporting documentation, can be submitted beginning May 1, 2025.

Upon receipt of a full application and consideration of the application relative to the criteria set forth in NC Session Law 2025-02 and these Guidelines, the REDD shall determine whether the proposed project should receive an award of a grant under the SmBIZ program.

Applications will be reviewed in the order they are received, according to the submission time and date, as recorded in the portal.

Awards will be granted on or before the dates listed in the schedule below and are subject to available funding.

Incomplete or ineligible applications may be disqualified.

Applicants will be notified in writing regarding the status of their project via an award or declination letter. If a grant is awarded, the REDD then will provide grantees with grant administration contracts in order to execute the terms of the grant. Projects must be completed within thirty-six (36) months of the award, unless an extension is granted by REDD in writing.

Award Schedule:

June 30, 2026
October 30, 2026
February 26, 2027

VII. APPLICATION REQUIRMENTS

In the Rural Connect Portal, grantees should use the following as guidance to complete the SmBIZ program application.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY:

Provide a detailed description of the qualifying infrastructure needs. Descriptions must include:

- summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure;

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT:

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE PROJECT TIMELINE: (Submit as an Attachment)

Please provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE ANTICIPATED OUTCOMES:

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

- Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the following applicable cost categories:

    - water;
    - sewer;
    - gas;
    - telecommunications;
    - high-speed broadband;
    - electric utility; and
    - sidewalk and curb infrastructure.

DESCRIBE THE PROJECT SUSTAINABILITY:

Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

VII. PROCUREMENT

Grantees must follow all local, state, and federal laws and ordinances as they pertain to procurement. More information on the State of NC procurement can be found here.

VIII. MONITORING PROCESS

REDD will monitor the project through various mechanisms, including review of semi-annual reports received from the grant recipient; phone, email, and/or letter correspondence; receipt of all published press articles about the project as provided to REDD by the local government; and on-site monitoring visits by REDD staff, as necessary.

IX. REPORTING REQUIREMENTS

Progress reports will be due on January 15th and July 15th for each year the grant remains open. The final report will be due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant, including time extensions.

Failure to submit progress reports as required:

5. will result in non-payment of payment requests;
6. may result in the immediate termination of the grant;
7. may result in the demand for immediate repayment of any funds paid by REDD; and
8. will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via the Rural Connect Portal.

X. LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

The local government will be responsible for managing the day-to-day operations of the activities funded by the SmBIZ program to ensure the funds are used in accordance with all program requirements and written agreements and will take action when performance problems arise. Specifically, the local government will be responsible for the following:

- **Management and Oversight**: The local government is legally, financially, contractually, and programmatically responsible for the project. The local government is responsible to the State of North Carolina, even if the local government employs a contract administrator or contracts with a sub-recipient for the project.
- **Financial Management**: The local government must ensure proper accounting of funds to avoid disallowed costs. This includes accurately identifying project costs and cash balances and maintaining proper internal controls.
- **Statement of Assurances and Certifications**: The local government's elected officials and administrators should read and understand these documents and the implementation obligations.
- **Grant Agreement:** If awarded, the local government will receive a grant agreement and funding approval from the State. These documents are contractually binding and cannot be
- changed without the State's written approval.

XI. PROJECT AMENDMENTS

Prior to making any change to the approved application, grantees should contact the program manager to discuss any proposed changes.

XII. USE OF NC LICENSED PROFESSIONALS

REDD strongly recommends the use of North Carolina licensed professionals on construction projects. This includes housing inspectors, electricians, HVAC installers and repairers, plumbers, and general contractors. However, it is important to note that bids and dwellings that are $30,000 and greater can ONLY BE ACCEPTED BY A LICENSED GENERAL CONTRACTOR, licensed by the State of North Carolina per Article 1 of Chapter 87 of the General Statute.

XIII. OTHER REQUIREMENTS AND ATTACHMENTS

Recipients will be required to comply with any subsequent requirements issued by REDD. Consult the Required Attachments section in the application. Please note that if key items are not submitted with the application, your project could be disqualified.

XIV. APPLICATION CHECKLIST

Applicants should review the Grant Application Checklist to verify the information and documentation needed to apply for funds.

1. **Local Government Information**
   - Local Government name
   - Local Government contact name, title, telephone, address, email
   - Unique Entity ID
2. **Project Contact Information (if applicable)**
   - Project Contact name
   - Project Contact title, telephone, address, email
3. **Project Information**
   - Project Title
   - Project Description – Provide a short description of your project.
4. **Property Information (if applicable)**
   - Census Tract Number
   - Property Address
   - Legal Name of Property Owner
   - National Register of Historic Places Listing
5. **Narrative Questions:**

1. Provide a detailed description of the qualifying infrastructure needs. Description must include:
   - summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
   - list of each business affected, including business address or addresses;

- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure.

2. Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:
    - water;
    - sewer;
    - gas;
    - telecommunications;
    - high-speed broadband;
    - electric utility; and
    - sidewalk and curb infrastructure.

3. Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.
    - Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the applicable cost categories:
        - water;
        - sewer;
        - gas;
        - telecommunications;
        - high-speed broadband;
        - electric utility; and
        - sidewalk and curb infrastructure.

4. Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

5. Budget

Project Expense	Activity	Federal	State	Local	Total
Water					
Sewer					
Gas					
Telecommunications					
High-speed broadband					
Electric Utility					
Sidewalk and curb infrastructure					
Administration					
TOTAL					

6. Upload Documents

- Map of project area
- Project Timeline
  1. Provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories.
- Certified Cost Estimates
  - Include a professional project budget including all revenue and expenditures allocated for each of the applicable cost categories.
- Local Government Resolution
- Preliminary Engineering Report (PER)
- Photos of the damage and infrastructure to be repaired
- NCUI101 Forms
  - Include a form from the most recent quarter for each small business included in the project.
- Executed Local Government Certifications Document
  - Form available: www.commerce.nc.gov/SmBIZ
- State Historic Preservation Office documentation/ National Registry of Historic Places documentation or provide a statement of explanation if these do not apply to your project.

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Grant Projects Ordinance

BOARD MEETING DATE: October 6, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Grants Projects outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of October, 2026

Granting Agency:	NC Department of Commerce - Rural Economic Development
Grant Name:	Swannanoa Sidewalks Grants

Description:

The County has applied for and been awarded $979,069 from the Small Business Infrastructure Grant Program to repair and extend sidewalks on Whitson Avenue in Swannanoa. The period of performance runs through July 30, 2029.

The County has also applied for and been awarded $786,291 from the Small Business Infrastructure Grant Program to repair and extend sidewalks on Railroad, Alexander and South in Downtown Swannanoa. The period of performance runs through October 31, 2028.

Funding Source:	NC Department of Commerce
Award Numbers:	SA-0430 and SA-0458
CFDA Listing:	N/A

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Swannanoa Sidewalks - Whitson Ave	$ 979,069	$ 979,069
Swannanoa Sidewalks - Beacon Village	$ 786,291	$ 786,291
TOTAL	$ 1,765,360	$ 1,765,360

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Chair of the Board

Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: October 6, 2026

NEW BUSINESS

Department: Sheriffs Office

Presenter(s): John Hudson, Budget Director

Contact: Michele Robinson, BCSO Business Administrator

Subject: Budget Amendment to Appropriate Fund Balance for Fund 270 - Forfeiture Fund Spending Needs

Brief Summary:

This Budget Amendment is to appropriate fund balance for FY27 spending needs with the total appropriation being $290,000. This amount will cover:

- FY27 FUSUS/Axon Contract,
- Camera Project at IGrant

Recommended Motion & Requested Action:

Approve budget amendment

Attachments:

1. Budget Amendment

ORDINANCE # _____

BUNCOMBE COUNTY, NORTH CAROLINA

Forfeitures Fund

BOARD MEETING DATE: October 6, 2026

WHEREAS, the Budget Director recommends and the Board now desires to amend the FY2026-2027 Forfeitures Fund as outlined below in Exhibit "A" to the budget,

NOW THEREFORE,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY2026-2027 amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 6th day of October, 2026

Requesting Department:	Sheriff's Office
Budget Amendment Item:	Appropriate Fund Balance

Description:

This Budget Amendment is to appropriate fund balance for FY27 spending needs with the total appropriation being $290,000. This amount will cover the FY27 FUSUS/Axon Contract, and a Camera Project at IGrant

Funding Source:

Forfeitures Fund Balance

Exhibit A:	**Increase (Decrease)**	
Account Description	**Revenues**	**Expenditures**
Sheriff's Office		$ 290,000
Fund Balance	$ 290,000	
TOTAL	$ 290,000	$ 290,000

ATTEST:

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE:

By: _____

Clerk to the Board

Chair of the Board

October 6, 2026

Health & Human Services Board

(Advisory, 3-year term)
(4 appointments)

NAME	ZIP CODE	EMPLOYER	REQUIREMENT	RACE/ GENDER	AGE
***Jennifer Farmer**	28801	MAHEC	Psychiatrist	White/Female	35-54
***Carmen Robinson**	28704	WNCCHS	Physician	Black/Female	35-54
***Caitrin Doyle**	28778	Helpmate	Public/Consumer Advocate	White/Female	18-34
***Thomas Kelly**	28748	Riceville Fire Department	Public/Consumer Advocate	White/Male	55+